



भारत का राजपत्र The Gazette of India

प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY

सं० 4] नई दिल्ली, शनिवार, जनवरी 23, 1982/माघ 3, 1903
No. 4] NEW DELHI, SATURDAY, JANUARY 23, 1982/MAGHA 3, 1903

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके
Separate paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii) PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications issued by the Ministries of the Government of India
(other than the Ministry of Defence)

गृह मंत्रालय

नई दिल्ली, 7 जनवरी, 1982

कां० 167.—केन्द्रीय सरकार, केन्द्रीय औद्योगिक सुरक्षा बल अधिनियम, (1968 का 50) की धारा 22 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय औद्योगिक सुरक्षा बल नियम, 1969 का और संशोधन करने के लिए निम्नलिखित नियम बनाती है, अर्थात् —

1 (1) इन नियमों का संक्षिप्त नाम केन्द्रीय औद्योगिक सुरक्षा बल (तृतीय संशोधन) नियम, 1981 है।

(2) ये राजपत्र में प्रकाशन की तारीख को प्रवृत्त होंगे।

2 केन्द्रीय औद्योगिक सुरक्षा बल नियम, 1969 में नियम 61 के स्थान पर निम्नलिखित नियम रखा जाएगा, अर्थात् —

"61 छुट्टी —बल के पर्यवेक्षक अधिकारी और सम्बन्ध केन्द्रीय सरकार के कर्मचारियों को लागू छुट्टी नियमों द्वारा शासित होंगे, सिवाय इसके कि वे एक कलेंडर वर्ष में 15 दिन की आकस्मिक छुट्टी के हकदार होंगे।

टिप्पण: मूल नियमों का निम्नलिखित द्वारा संशोधन किया गया है।

- | | |
|----------------------|------------------|
| (i) सां०कां०नि० 1942 | तारीख 28-11-1970 |
| (ii) कां० 444 | तारीख 5-2-1972 |
| (iii) कां० 1752 | तारीख 15-7-1972 |
| (iv) सां०कां०नि० 656 | तारीख 23-6-1973 |
| (v) सां०कां०नि० 102 | तारीख 26-1-1974 |

- | | |
|------------------------|-----------------|
| (vi) सां०कां०नि० 262 | तारीख 28-2-1976 |
| (vii) सां०कां०नि० 861 | तारीख 12-6-1976 |
| (viii) सां०कां०नि० 127 | तारीख 29-1-1977 |
| (ix) सां०कां०नि० 1325 | तारीख 8-10-1977 |
| (x) कां० 3669 | तारीख 3-12-1977 |
| (xi) सां०कां०नि० 697 | तारीख 3-6-1978 |
| (xii) कां० 1618 | तारीख 10-6-1978 |
| (xiii) सां०कां०नि० 848 | तारीख 1-7-1978 |
| (xiv) सां०कां०नि० 561 | तारीख 1-4-1979 |
| (xv) सां०कां०नि० 940 | तारीख 4-7-1979 |
| (xvi) सां०कां०नि० 514 | तारीख 17-5-1980 |
| (xvii) सां०कां०नि० 858 | तारीख 16-8-1980 |

[संख्या ई-22012/4/78-एनएण्डआर (कामिक-1)
एन० एम० शर्मा, अधीक्षक सचिव

MINISTRY OF HOME AFFAIRS

New Delhi, the 7th Jan, 1982

S. O. 167.—In exercise of the powers conferred by section 22 of the Central Industrial Security Force Act, 1968 (50 of 1968), the Central Government hereby makes the following rules further to amend the Central Industrial Security Force Rules, 1969, namely:—

1. (1) These rules may be called the Central Industrial Security Force (Third Amendment) Rules, 1981.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. In the Central Industrial Security Force Rules, 1969, for rule 61, the following rule shall be substituted, namely:—

"61 Leave:—The supervisory officers and members of the Force shall be governed by the leave rules as are applicable to employees of the Central Government, excepting that they shall be entitled to 15 days' Casual Leave in a calendar year."

Note : The principal rules have been amended vide :

(i) G.S.R.	1942	dated 28-11-1970
(ii) S.O.	444	dated 5-2-1972
(iii) S.O.	1752	dated 15-7-1972
(iv) G.S.R.	656	dated 23-6-1973
(v) G.S.R.	102	dated 26-1-1974
(vi) G.S.R.	262	dated 28-2-1976
(vii) G.S.R.	861	dated 12-6-1976
(viii) G.S.R.	127	dated 29-1-1977
(ix) G.S.R.	1325	dated 8-10-1977
(x) S.O.	3669	dated 3-12-1977
(xi) G.S.R.	697	dated 3-6-1978
(xii) S.O.	1648	dated 10-6-1978
(xiii) G.S.R.	848	dated 1-7-1978
(xiv) G.S.R.	564	dated 21-4-1979
(xv) G.S.R.	940	dated 4-7-1979
(xvi) G.S.R.	544	dated 17-5-1980
(xvii) G.S.R.	858	dated 16-8-1980

[No. E-32012/4/78-L&R (Pers. I)]
N. S. SHARMA, Under Secy.

(कार्मिक और प्रशासनिक सुधार विभाग)

क्रा० प्रा० 168—राष्ट्रपति, मंत्रिमंडल के अनुच्छेद 148 के खण्ड (5) के साथ पठित अनुच्छेद 309 के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय लेखापरीक्षा और लेखा विभाग में सेवारत व्यक्तियों के संबंध में नियंत्रक और महालेखापरीक्षक से परामर्श करने के पश्चात् केन्द्रीय सिविल सेवा (वर्गीकरण, नियंत्रण और अपील) नियम, 1965 का और संशोधन करने के लिए, निम्नलिखित नियम बतलते हैं, अर्थात्—

1 (1) इन नियमों का संक्षिप्त नाम केन्द्रीय सिविल सेवा (वर्गीकरण, नियंत्रण और अपील) संशोधन नियम, 1982 है।

(2) ये राजपत्र में प्रकाशन की तारीख को प्रवृत्त होंगे।

2. केन्द्रीय सिविल सेवा (वर्गीकरण, नियंत्रण और अपील) नियम, 1965 के नियम 24 के उपनियम (2) के खण्ड (i) में निम्नलिखित परन्तुक जोड़ा जायगा, अर्थात्—

"परन्तु जहाँ ऐसा प्राधिकारी किसी ऐसे सरकारी सेवक के संबंध में जिसके लिए राष्ट्रपति उपनियम (i) के खण्ड (ख) के उपखण्ड (1) के विवरणों के अनुसार अपील प्राधिकारी है अधीनस्थ है तथा अपील राष्ट्रपति को की जायगी।"

[संख्या 11012/3/81-स्था० (ए)]

बी० एम० निम, निदेशक

(Department of Personnel and Administrative Reforms)

New Delhi, the 7th January, 1982

S.O. 168.—In exercise of the powers conferred by the proviso to article 309 read with Clause (5) of article 148 of the Constitution and after consultation with the Comptroller and Auditor General in relation to persons serving in the Indian Audit and Accounts Department, the President hereby makes the following rules further to amend the Central

Civil Services (Classification, Control and Appeal) Rules, 1965, namely:—

1. (1) These rules may be called the Central Civil Services (Classification, Control and Appeal) Amendment Rules, 1982.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. In the Central Civil Services (Classification, Control and Appeal) Rules, 1965, in Rule 24, to clause (i) of sub-rule (2), the following proviso shall be added, namely:—

"Provided that where such authority is subordinate to the President in respect of a Government servant for whom President is the appellate authority in terms of sub-clause (b) of clause (i) of sub-rule (1), the appeal shall lie to the President"

[No. 11012/3/81-Ests (A)]

B. S. NIM, Director

नई दिल्ली, 11 जनवरी 1982

क्रा० प्रा० 169.—दण्ड प्रक्रिया संहिता, 1973 (1974 का 2) की धारा 24 की उपधारा 8 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा कोयम्बटूर के अधिवक्ता श्री पी० पी० राजप्पन को विशेष न्यायाधीश कोयम्बटूर के न्यायालय में दिल्ली विशेष पुनित स्थापना के निम्नलिखित मामलों में अभियोजन का संचालन करने के लिए विशेष लोक अभियोजन नियुक्त करती है—

(1) श्री के० पालानीचामी, कनिष्ठ संपर्क अधिकारी और श्री टी० पी० मोहनचाम, महायुक्त डिपो प्रबंधक काफी बांड, गुदालूर जिला उठागामादलम के विरुद्ध नियमित मामला संख्या 48/79-जी० ओ० डब्ल्यू-मद्रास ;

(2) श्री जे० इमानुअल राज, ग्रामीण निरीक्षक—ओरियंटल फायर एंड जनरल बीमा कम्पनी, भवानी, पारियार (तमिलनाडू) के विरुद्ध नियमित मामला संख्या 40/80-जी० ओ० डब्ल्यू-मद्रास।

[संख्या 225/16/81 ए० पी० टी० II]

एच० के० वर्मा, अवसर सचिव

New Delhi, the 11th January, 1982

S.O. 169.—In exercise of the powers conferred by sub-section (8) of section 24 of the Code of Criminal Procedure 1973 (2 of 1974), the Central Government hereby appoints Shri P. P. Rajappan, Advocate, Coimbatore, as Special Public Prosecutor for conducting prosecution of the Delhi Special Police Establishment cases as shown below in the court of the Special Judge, Coimbatore.

(1) R.C. 46/79-GOW-Madras-against Shri K. Palani-chamy, Junior Liaison Officer and Shri T. P. Mohan-dass, Assistant Depot Manager, Coffee Board, Gudalur, Uthagamadalam District.

(2) R.C. 40/80-GOW-Madras-against Shri J. Emanuel Raj, Rural Inspector, Oriental Fire and General Insurance Co. Bhavani, Pariyar District (Tamil Nadu).

[No 225/16/81-AVD.II]

H. K. VERMA, Under Secy.

विस्तृत सत्रालय

(प्रारंभिक कार्य विभाग)

(बंकिंग प्रभाग)

नई दिल्ली, 26 दिसम्बर, 1981

क्रा० प्रा० 170.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार

भारतीय रिजर्व बैंक की सकारिण पर एतद्वारा घोषणा करता है कि बैंक-कारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 27 की उपधारा (1) के उपबन्ध प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 3 के अधीन स्थापित क्षेत्रीय ग्रामीण बैंक पर लागू नहीं होंगे।

[संख्या एक० 19(56)/81-आर०आर०बी० (I)]

MINISTRY OF FINANCE
(Department of Economic Affairs)
(Banking Division)

New Delhi, the 26th December, 1981

S.O. 170.—In exercise of the powers conferred by Section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of sub-section (1) of Section 27 of the Banking Regulation Act, 1949 (10 of 1949), shall not apply to a Regional Rural Bank established under Section 3 of the Regional Rural Banks Act, 1976 (21 of 1976).

[No. F. 19(56)/81-RRB(I)]

क्र० आ० 171—बैंककारी विनियमन (कम्पनी) नियम 1949 के नियम 16 द्वारा प्रवृत्त शक्तियों का प्रयोग करने हुए केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सकारिण पर एतद्वारा घोषणा करती है कि उक्त नियमों के नियम 5 तथा 13 के उपबन्ध प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 3 के अधीन स्थापित होने वाले क्षेत्रीय ग्रामीण बैंक पर लागू नहीं होंगे।

[संख्या एक० 19(56)/81-आर०आर०बी० (II)]

S.O. 171.—In exercise of the powers conferred by Rule 16 of the Banking Regulation (Companies) Rules, 1949, the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of Rules 5 and 13 of the said Rules shall not apply to a Regional Rural Bank established under Section 3 of the Regional Rural Banks Act, 1976 (21 of 1976).

[No. F. 19(56)/81-RRB (II)]

नई दिल्ली, 26 जनवरी, 1982

क्र० आ० 172.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 56 के साथ पठित धारा 53 द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए भारतीय रिजर्व बैंक की सकारिण पर केन्द्रीय सरकार एतद्वारा घोषणा करती है कि उक्त अधिनियम की धारा 9 के उपबन्ध इस अधिसूचना के भारत के राजपत्र में प्रकाशित होने की तारीख से, 1 मार्च, 1982 तक की अवधि के लिए मैसूर को-ऑपरेटिव बैंक लि०, मैसूर पर वहां तक लागू नहीं होंगे जहां तक इनका संबंध इस बैंक द्वारा गैर-बैंकिंग गतिविधियों के संबंध में सहाजीराव रोड पर स्थित दरवाजा नं० 228 (नया नं० एम० 59) मकान की जगहों की धारिणा से है।

[संख्या 8-46/81-ए०सी०]

New Delhi, the 2nd January, 1982

S.O. 172.—In exercise of the powers conferred by Section 53 read with Section 56 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of Section 9 of the said Act shall not apply to the Mysore Cooperative Bank Ltd., Mysore in so far as they relate to its holding of a non-banking asset viz, a house bearing door No. 228 (New No. M 39) situated on Sayvalli Rao Road, Mysore for the period from the date of publication of this notification in the Gazette of India to 1 March, 1983.

[No. 8-46/81-AC]

नई दिल्ली, 8 जनवरी, 1982

क्र० आ० 173—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 56 के साथ पठित धारा 53 द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए भारतीय रिजर्व बैंक की सकारिण पर केन्द्रीय सरकार एतद्वारा घोषणा करती है कि उक्त अधिनियम की धारा 9 के उपबन्ध इस अधिसूचना के भारत के राजपत्र में प्रकाशित होने की तारीख से, 30 जून, 1982 तक की अवधि के लिए मित्रता जिन मंत्रालय केन्द्रीय बैंक गतिविधियों के संबंध में वहां तक लागू नहीं होंगे जहां तक इनका संबंध इस बैंक द्वारा गैर-बैंकिंग गतिविधियों के संबंध में 1.719 हेक्टर भूमि की धारिणा से है।

[सं० 8-45/81-ए० सी०]

राम बेहरा, अधीक्षक सचिव

New Delhi, the 8th January, 1982

S.O. 173.—In exercise of the powers conferred by Section 53 read with Section 56 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of Section 9 of the said Act shall not apply to the Seoni Jala Sahakari Kendriya Bank Maryadit, Seoni so far as they relate its holding of a non-banking asset viz, 1.719 hectares of land at Tindua for the period from the date of publication of this notification in the Gazette of India to 30th June, 1982.

[No. 8-45/81-AC]

RAAM BEHRA, Under Secy.

नई दिल्ली, 30 दिसम्बर, 1981

क्र० आ० 174—भारतीय निर्यात-आयात बैंक अधिनियम, 1981 (1981 का 28) की धारा 6 की उपधारा (1) के खण्ड (क) और उपधारा (2) के अनुसरण में, केन्द्रीय सरकार एतद्वारा, जो आ० सी० शाह को, 1 जनवरी, 1982 से आरम्भ होना वाली तथा 1 दिसम्बर, 1981 की समाप्ति होने वाली अवधि के लिये भारतीय निर्यात-आयात बैंक के अध्यक्ष नियुक्त करता है।

[सं० एक० 9/17/81-बी० आ०-I (1)]

New Delhi, the 30th December, 1981

S.O. 174.—In pursuance of clause (a) of sub-section (1) and of sub-section (2) of section 6 of the Export-Import Bank of India Act, 1981 (28 of 1981), the Central Government hereby appoints Shri R. C. Shah as the Managing Director of the Export-Import Bank of India for the period commencing on the 1st January, 1982 and ending with the 31st December, 1984.

[No. F. 9/17/81-BO. I(1)]

क्र० आ० 175—भारतीय निर्यात-आयात बैंक अधिनियम, 1981 (1981 का 28) की धारा 6 की उपधारा (1) के खण्ड (क) के अनुसरण में केन्द्रीय सरकार, एतद्वारा जो आ० सी० शाह को, जो कि 1 जनवरी, 1982 से भारतीय निर्यात-आयात बैंक के अध्यक्ष नियुक्त नियुक्त किया जाएगा है उसी तारीख से भारतीय निर्यात-आयात बैंक के निदेशक मण्डल का अध्यक्ष नियुक्त करता है।

[संख्या एक० 9/17/81-बी०आ०-1 (2)]

S.O. 175.—In pursuance of clause (a) of sub-section (1) of section 6 of the Export-Import Bank of India Act, 1981 (28 of 1981), the Central Government hereby appoints Shri R. C. Shah, who has been appointed as the Managing Director of the Export-Import Bank of India with effect from 1st January, 1982, to be the Chairman of the Board of Directors of the Export-Import Bank of India with effect from the same date.

[No. F. 9/17/81-BO. I(2)]

नई दिल्ली, 6 जनवरी, 1982

क्रा० आ० 176—राष्ट्रीय बैंक (प्रबंध और प्रकीर्ण उपवर्ग) स्कीम, 1970 के खण्ड 3 के उपखण्ड (ख) (1) का अनुसरण में, केन्द्रीय सरकार सूरत मुख्य कार्यालय बैंक आफ बरोडा, सूरत के निमित्त श्री सुरेश चन्द्र मंगुभाई देसाई को बैंक आफ बरोडा के वनपायी जाति कर्मकार के प्रतिनिधित्व करने के लिए 7 जनवरी, 1982 से प्रारम्भ होने वाली और 6 जनवरी, 1985 को समाप्त होने वाली तीन वर्ष की अवधि के लिए भारत सरकार, वित्त मंत्रालय (बैंकिंग विभाग) की 4 दिसम्बर, 1972 की अधिसूचना संख्या एफ० 9-4/32/72-बी० आ० I (खण्ड III)-4 के अन्तर्गत नियुक्त किये गये श्री जितेन्द्र कुमार नरानभाई पटेल के स्थान पर बैंक आफ बरोडा का निदेशक नियुक्त करती है।

[संख्या एफ० 9/14/81-बी० आ०-1]

ए० व० मीरचन्दानी, उपसचिव

New Delhi, the 6th January, 1982

S.O. 176.—In pursuance of sub-clause (b) (i) of clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, hereby appoints Shri Sureshchandra Mangubhai Desai, Clerk, Surat Main Office, Bank of Baroda, Surat as a Director of the Bank of Baroda for a period of three years commencing on 7th January, 1982 and ending with 6th January, 1985 to represent employees of the said Bank who are workmen in the place of Shri Jitendra Kumar Naranbhai Patel appointed under the Notification of the Government of India in the Ministry of Finance (Department of Banking) No. F. 9-4-32/72-BO. I (Vol III)-4 dated 4th December, 1972.

[No. F. 9/14/81-BO.1]

C W. MIRCHANDANI, Dy Secy

नई दिल्ली, 6 जनवरी 1982

क्रा० आ० 177—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की निफारिश पर घोषणा करती है कि उक्त अधिनियम की धारा 10 ख की उपधारा (1) और (2) के उपबन्ध, 28 फरवरी, 1982 अथवा अगले पूर्ण वार्षिक अवधि तथा मुख्य कार्यपालक अधिकारी की नियुक्ति, इनमें से जो भी पहले हो उस तारीख तक, बनारस स्टेट बैंक लिमिटेड, वाराणसी पर लागू नहीं होंगे।

[संख्या 15/22/81-बी० आ०-III]

New Delhi, the 6th January, 1982

S.O. 177.—In exercise of the powers conferred by Section 53 of the Banking Regulation Act, 1949 (10 of 1949) the Central Government, on the recommendation of Reserve Bank of India, declares that the provisions of sub-sections (1) and (2) of Section 10B of the said Act, shall not apply to the Benaras State Bank Ltd., Varanasi, till 28th February, 1982 or till appointment of the next whole-time Chairman and Chief Executive Officer, whichever is earlier.

[No. 15/22/81 B. O. III]

क्रा० आ० 178—बैंककारी विनियम, अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार भारतीय रिजर्व बैंक की निफारिश पर, एतद्वारा घोषणा करती है कि उक्त अधिनियम की धारा 9 के उपबन्ध एक वर्ष की और अवधि के लिए, अर्थात् 29 दिसम्बर, 1982 तक कनौटक बैंक लिमिटेड, मगलीर पर उस सीमा तक लागू नहीं होंगे जहां तक इसका सम्बन्ध कनौटक, धारवाड़ जिले के कुंडगोल में इसके द्वारा स्वीकृतियम नम्बरों 810, 811 तथा 812 वाले दुकान तथा टीन भंडार (गोडाउन) सहित दो मजिना मकान की अन्तर्गत सम्पत्ति की धारिता से है।

[सं० 15/28/81-बी० आ०-III]

ए० व० बत्रा, श्वर सचिव

S.O. 178.—In exercise of the powers conferred by section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of section 9 of the said Act shall not apply to the Karnataka Bank Ltd., Mangalore, for a further period of one year i.e. upto the 29th December, 1982 in respect of the immovable property of a two storeyed house including shop and tin godowns bearing municipal Nos. 810, 811 and 812 held by it at Kundgol, Dharwar District, Karnataka.

[No. 15/28/81-B. O. III]

N. D. BATRA, Under Secy.

केन्द्रीय उत्पाद शुल्क और सीमाशुल्क बोर्ड

नई दिल्ली, 23 जनवरी, 1982

सं० 10/82-सीमाशुल्क

क्रा.आ. 179.—केन्द्रीय उत्पाद शुल्क और सीमाशुल्क बोर्ड, सीमाशुल्क अधिनियम, 1962 (1962 का 52) की धारा 9 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, महाराष्ट्र राज्य में नासिक जिले में अम्बाड को भाण्डागार स्टेशन के रूप में घोषित करता है।

[फा.सं. 473/113/81-सीमाशुल्क-7]

CENTRAL BOARD OF EXCISE AND CUSTOMS

New Delhi, the 23rd January, 1982

No. 10/82-CUSTOMS

S.O. 179.—In exercise of the powers conferred by section 9 of the Customs Act, 1962 (52 of 1962), the Central Board of Excise and Customs hereby declares Ambad in District Nasik, Maharashtra, to be a warehousing station.

[F. No. 473/113/81-CUS. VII]

सं० 11/82-सीमाशुल्क

क्रा.आ. 180.—केन्द्रीय उत्पाद शुल्क और सीमाशुल्क बोर्ड, सीमाशुल्क अधिनियम, 1962 (1962 का 52) की धारा 9 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, आंध्रप्रदेश राज्य में विशाखापत्तनम के पास बालाचरेव को भाण्डागार स्टेशन के रूप में घोषित करता है।

[फा.सं. 473/122/81-सीमाशुल्क-7]

एन. के. कपूर, अवर सचिव

NO. 11/82-CUSTOMS

S.O. 180.—In exercise of the powers conferred by section 9 of the Customs Act, 1962 (52 of 1962), the Central Board of Excise and Customs hereby declares Balacherevu near Visakhapatnam in the State of Andhra Pradesh to be a warehousing station.

[F. No. 473/122/81-CUS. VII]

N. K. KAPUR, Under Secy.

वाणिज्य मंत्रालय

आवेश

नई दिल्ली, 23 जनवरी, 1982

क्रा० आ० 181—निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार की राय है कि भारत के निर्यात

व्यापार के विकास के लिए ऐसा करना आवश्यक तथा समीचीन है कि चपटे कांच का निर्यात से पूर्व क्वालिटी नियंत्रण और निरीक्षण किया जाए ;

और केन्द्रीय सरकार ने उक्त प्रयोजनों के लिए विनिर्दिष्ट प्रस्ताव बनाए हैं और उन्हें निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1964 के नियम (1) के उप-नियम (2) की अपेक्षानुसार, निर्धारित निरीक्षण परिपद् को भेज दिया है ;

अन्य केन्द्रीय सरकार उक्त उप-नियम के अनुसरण में, उक्त प्रस्तावों को उन व्यक्तियों की जानकारी के लिए प्रकाशित करती है जिनके उनसे प्रभावित होने की संभावना है ।

2. सूचना दी जाती है कि यदि कोई व्यक्ति उक्त प्रस्तावों के बारे में कोई आपत्ति या सुझाव देना चाहता है तो वह उसे इस आदेश के राजपत्र में प्रकाशन की तारीख से पैंनालीम दिन के भीतर निर्यात निरीक्षण अधिकरण 'क्वैट्रेंट्रि सेक्टर' 14/1 बी० एजरा स्ट्रीट (8वीं मंजिल) कलकत्ता-1 का भेज सकता है ।

प्रस्ताव

(1) यह अधिसूचित करना कि इस आदेश के साथ संलग्न उपाबंध-1 में उल्लिखित चपटे कांच का निर्यात से पूर्व क्वालिटी नियंत्रण और निरीक्षण किया जाएगा ;

(2) (क) राष्ट्रीय और अन्तरराष्ट्रीय मानकों तथा निर्यात निरीक्षण परिपद् द्वारा मान्यता प्राप्त अन्य निकायों के मानकों को मान्यता देना ।

(ख) चपटे कांच द्वारा सुसंगत भारतीय या अन्य राष्ट्रीय मानकों में विहित बाधुष और सुरक्षा अपेक्षाओं को पूरा करने पर सांख्यिक विनिर्देशों को मान्यता देना ।

टिप्पणियां :

(i) जो निर्यात संविदा में विस्तृत तकनीकी अपेक्षाएं उपस्थापित नहीं हैं या वह केवल नमूनों पर ही आधारित हैं तब निर्यातकर्ता को विनिर्दिष्ट विनिर्देश देने होंगे ।

(ii) परीक्षण की पद्धति राष्ट्रीय मानक के अनुसार होगी ।

(3) इस आदेश के साथ उपाबंध उपाबंध-II में दिए गए चपटे कांच के निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1982 के प्रारूप के अनुसार क्वालिटी नियंत्रण और निरीक्षण के प्रकार को क्वालिटी नियंत्रण और निरीक्षण के ऐसे प्रकार के रूप में विनिर्दिष्ट करना जो निर्यात से पूर्व ऐसे चपटे कांच पर लागू होंगे ;

(4) अन्तरराष्ट्रीय व्यापार के दौरान ऐसे चपटे कांच के निर्यात को तब तक प्रतिषिद्ध करना जब तक कि उसके साथ निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 के अधीन केन्द्रीय सरकार द्वारा स्थापित अधिकरण द्वारा जारी किया गया इस आदेश का प्रमाण-पत्र नहीं है कि चपटा कांच मानक विनिर्देशों के अनुरूप है और निर्यातयोग्य है ।

3. इस आदेश की कोई भी बात भावी श्रेताओं के भू-मार्ग, समुद्री-मार्ग या वायु-मार्ग द्वारा चपटे कांच के वास्तविक नमूनों के निर्यात पर लागू नहीं होगी जिनका पोत पर्यन्त निःशुल्क मूल्य 500/- रुपये से अधिक है ।

1 इस आदेश में 'चपटे कांच' से इस आदेश के उपाबंध-I में उल्लिखित किसी भी प्रकार का चपटा कांच अभिप्रेत है ।

उपाबंध-1

इस आदेश में 'चपटे कांच' से निम्नलिखित में से कोई भी अभिप्रेत है ;

- 1 चपटे पारदर्शी कांच की चट्टन ;
- 2 तंतु कांच, चित्रित कांच और तार-चित्रित कांच ।

उपाबंध 2

निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 17 के अधीन बनाए जाने वाले प्रस्तावित नियमों का प्रारूप ।

1. संक्षिप्त नाम और प्रारम्भ—इन नियमों का संक्षिप्त नाम चपटा कांच निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1982 है ।

2 परिभाषाएँ—इन नियमों में जब तक कि संदर्भ से अन्यथा अपेक्षित न हो,

(क) 'अधिनियम' से निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) अभिप्रेत है ;

(ख) 'अधिकरण' से अधिनियम की धारा 7 के अधीन स्थापित अधिकरणों में से कोई एक अधिकरण अभिप्रेत है ;

(ग) 'परिपद्' से अधिनियम की धारा 3 के अधीन स्थापित निर्यात निरीक्षण परिपद् अभिप्रेत है ,

(घ) 'चपटे कांच' से निम्नलिखित में से कोई भी अभिप्रेत है ।

- (1) चपटे पारदर्शी कांच की चट्टन,
- (2) तार कांच चित्रित कांच और तार चित्रित-कांच
- (3) 'अनुसूची' से इन नियमों के साथ संलग्न अनुसूची अभिप्रेत है ।

3 निरीक्षण का आधार—

चपटे कांच का निरीक्षण, यह सुनिश्चित करने के लिए कि चपटा कांच अधिनियम की धारा 6 के अधीन केन्द्रीय सरकार द्वारा मान्यता प्राप्त विनिर्देशों के अनुरूप है, किया जाएगा जो या तो यह निश्चित करे कि उपाबंध-3 में आवश्यक क्वालिटी नियंत्रण का प्रयोग करके विनिर्दिष्ट किया गया है या उपाबंध-2 में विनिर्दिष्ट ढंग के अनुभार दिए गए निरीक्षण और परीक्षण के आधार पर किया जाएगा ।

4 निरीक्षण की प्रक्रिया :

(1) चपटे कांच के परेषण का निर्यात करने का इच्छुक निर्यातकर्ता संविदारमक विनिर्देशों के ब्योरे देने हुए अधिकरण को दो प्रतियों में लिखित सूचना देगा और अधिकरण नियम 3 के प्रयोजनों के लिए निरीक्षण करेगा ।

(2) उपाबंध-3 में अधिकृत उत्पादन के दौरान पर्याप्त क्वालिटी नियंत्रण का प्रयोग करने हुए विनिर्दिष्ट चपटे कांच के निर्यात के लिए और यदि इस प्रयोजन के लिए अधिकरण द्वारा, गठित विशेषज्ञों के पैनल/परिपद् ने यह निर्णय दिया है कि विनिर्माण एकक में उत्पादन के दौरान क्वालिटी नियंत्रण स्थलों की पर्याप्त व्यवस्था है तो निर्यातकर्ता उप-नियम (1) में उल्लिखित सूचना के साथ यह घोषणा भी प्रस्तुत करेगा कि निर्यात के लिए आश्रित चपटे कांच का परेषण उपाबंध-3 में अधिकृत पर्याप्त क्वालिटी नियंत्रण का प्रयोग करने हुए विनिर्दिष्ट किया गया है और परेषण इस प्रयोजन के लिए मान्यता प्राप्त मानक विनिर्देशों के अनुरूप है ।

(3) निर्यातकर्ता अधिकरण को परेषण पर लगाए गए पहचान-चिह्न भी देगा ।

(4) उप-नियम (1) के अधीन प्रत्येक सूचना और उपरोक्त उप-नियम (2) के अधीन घोषणा, यदि कोई हो, विनिर्दिष्ट के परितर से परेषण के भेजे जाने से कम से कम 7 (सात) दिन पूर्व दी जाएगी ।

(5) उप-नियम (1) के अधीन सूचना और उप-नियम (2) के अधीन घोषणा के, यदि कोई है, प्राप्त होने पर अधिकरण—

(क) अपना यह समाधान कर लेने पर, कि विनिर्माण की प्रक्रिया के दौरान विनिर्दिष्ट ने उपाबंध-3 में अधिकृत पर्याप्त क्वालिटी नियंत्रण

का प्रयोग किया है और इन संबंध में समय-समय पर परिवर्द्ध/अभिकरण द्वारा जारी किए गए अनुदेशों का पालन किया है, चपटे कांच के परेषण को नियमित-योग्य घोषित करने हुए सात दिन के भीतर प्रमाण-पत्र जारी करेगा। तथापि अभिकरण नियमित के लिए प्राथमिक कुछ परेषणों की स्थल पर जांच करेगा। जहाँ विनिर्माता नियमितकर्ता नहीं है वहाँ परेषण को भौतिक रूप से जांच की जाएगी और ऐसा सत्यापन तथा निरीक्षण, जैसा कि अपेक्षित है, अभिकरण द्वारा यह सुनिश्चित करने के लिए किया जाएगा कि उपरोक्त शर्तों का पालन किया गया है।

(ख) जहाँ उप-नियम (2) के अधीन नियमितकर्ता ने यह घोषित नहीं किया है कि उपाबंध-3 में अधिकृत पर्याप्त क्वालिटी नियंत्रण का प्रयोग किया गया है, वहाँ उपाबंध 2 में अधिकृत के अनुसार किए गए निरीक्षक परीक्षण के आधार पर या दोनों के आधार पर अपना यह समाधान कर लेने पर कि चपटे कांच का परेषण इस प्रयोजन के लिए मान्यता प्राप्त मानक विनिर्देशों के अनुरूप है, ऐसा निरीक्षण किए जाने के सात दिन के भीतर चपटे कांच के परेषण को नियमित योग्य घोषित करने हुए प्रमाण-पत्र जारी करेगा।

परन्तु जहाँ अभिकरण का ऐसा समाधान नहीं होता है वहाँ वह उक्त सात दिन की अवधि के भीतर निर्माता को अस्वीकृत प्रमाण-पत्र यह घोषित करने हुए जारी करेगा कि चपटे कांच का परेषण नियमित योग्य नहीं है और ऐसे हंकार की सूचना उसके कार्यों सहित निर्माता को देगा।

(6) जहाँ विनिर्माता नियमितकर्ता नहीं है या परेषण का उप-नियम 5 (ख) के अधीन निरीक्षण किया जाता है या दोनों ही में अभिकरण निरीक्षण पूरा करने के तुरन्त पश्चात् परेषण के पैकेजों में यह सुनिश्चित करने के लिए इस ढंग से सीलबंद करेगा कि सीलबंद पैकेजों के साथ छेड़-छाड़ न की जा सके। परेषण को अस्वीकृत की वृत्ति में यदि निर्माता-कर्ता ऐसा चाहे तो परेषण अभिकरण द्वारा सीलबंद नहीं किया जाएगा परन्तु ऐसे मामलों में निर्माता-कर्ता अस्वीकृत के विरुद्ध अपील करने का हक्क नहीं होगा।

5. निरीक्षण का स्थान :

इन नियमों के अधीन प्रत्येक निरीक्षण (क) या तो ऐसे उत्पाद के विनिर्माता के परिसर पर या (ख) उन परिसरों पर किया जाएगा जहाँ निर्माता द्वारा माल प्रस्तुत किया जाता है परन्तु यह तब जब कि इस प्रयोजन के लिए वहाँ पर्याप्त सुविधाएं उपलब्ध हों।

6 निरीक्षण फीस

प्रत्येक परेषण के लिए न्यूनतम 100 रुपये के अधीन रहने हुए, पोल-पर्यन्त निःशुल्क मूल्य के प्रत्येक एक सौ रुपये के ऐसे परेषण के लिए चालीस पैसे की दर से फीस, निरीक्षण फीस के रूप में दी जाएगी। यह विनिर्माताओं द्वारा निर्गत पर निरीक्षण फीस पर 10% की रियायत दी जाएगी।

7 अपील

(1) अभिकरण द्वारा नियम 4 के उप-नियम (5) के अधीन प्रमाण-पत्र देने के हंकार से कोई व्यक्ति ऐसे हंकार की सूचना प्राप्त होने के दस दिन के भीतर केन्द्रीय सरकार द्वारा गठित विशेषज्ञों के पैनल को, जिसमें कम से कम तीन और अधिक से अधिक सात व्यक्ति होंगे, अपील कर सकेगा,

(2) विशेषज्ञों के पैनल में कुल सदस्यता के कम से कम दो तिहाई सदस्य प्रशासकीय होंगे।

(3) पैनल की गणपूर्ति तीन से होगी।

(4) अपील प्राप्त होने के पन्द्रह दिन के भीतर निपटा दी जाएगी।

उपाबंध 3

क्वालिटी नियंत्रण :

विनिर्माता चपटे कांच, का क्वालिटी नियंत्रण उत्पादों के विनिर्माण, परीक्षण तथा पैकिंग के विभिन्न प्रक्रमों पर जो नोट बताए गए हैं तथा हमने संलग्न अनुसूची में दिए गए नियंत्रण के स्तरों सहित निम्नलिखित नियंत्रणों का प्रयोग करने हुए सुनिश्चित करेगा,

(1) कच और कचरी सामग्री नियंत्रण—

(क) जारी की जाने वाली सामग्री की विशेषताओं का समाविष्ट करते हुए विनिर्माता कच विनिर्देश अधिकृत करेगा।

(ख) स्वीकृत परेषणों के साथ या तो कच विनिर्देशों की अपेक्षाओं को पूरा करते हुए प्रदायकर्ता का परीक्षण और निरीक्षण प्रमाण-पत्र होगा जिस दशा में ऐसा उपर्युक्त परीक्षण या निरीक्षण प्रमाण-पत्र की श्रृंखला को सत्यापित करने के लिए किसी विशिष्ट प्रदायकर्ता के दस परेषणों में से कम से कम एक बार प्राथमिक जांच करेगा या अब की गयी सामग्री का कारखाने की प्रयोगशाला में या किसी बाहरी प्रयोगशाला में या परीक्षण गृह में नियमित रूप से परीक्षण और निरीक्षण किया जाएगा।

(ग) किए जाने वाले निरीक्षण या परीक्षण के लिए नमूने लेखबद्ध अन्वेषण के आधार पर लिए जाएंगे।

(घ) निरीक्षण या परीक्षण किए जाने के पश्चात् स्वीकृत और अस्वीकृत माल के पृथकरण के लिए तथा अस्वीकृत माल के निपटान के लिए व्यवस्थित पद्धति अपनायी जाएगी।

(ङ) विनिर्माता उपरोक्त नियंत्रणों के संबंध में पर्याप्त अभिलेख नियमित और व्यवस्थित रूप से रखेगा।

(2) प्रक्रिया नियंत्रण :

(क) विनिर्माण के विभिन्न प्रक्रमों के लिए विनिर्माता विस्तृत प्रक्रिया विनिर्देश अधिकृत करेगा।

(ख) प्रक्रिया विनिर्देशों में अधिकृत रूप में प्रक्रिया पर नियंत्रण के लिए उपकरण और उपकरणों की पर्याप्त सुविधाएं होंगी।

(ग) विनिर्माण की प्रक्रिया के दौरान प्रयुक्त नियंत्रण के सत्यापन की संभावना को सुनिश्चित करने के लिए विनिर्माता पर्याप्त अभिलेख रखेगा।

(3) उत्पाद नियंत्रण

(क) यह परीक्षण करने के लिए कि उत्पाद अधिनियम की धारा 6 के अधीन मान्यता प्राप्त विनिर्देशों के अनुरूप है या नहीं, विनिर्माता के पास या तो स्वयं अपनी परीक्षण सुविधाएं होंगी या उनकी पहुँच वहाँ तक होगी जहाँ ऐसी सुविधाएं विद्यमान हों।

(ख) किए जाने वाले निरीक्षण और परीक्षण के लिए नमूने अभिलेखित अन्वेषण के आधार पर लिए जाएंगे।

(ग) किए गए परीक्षण और किए गए नमूनों के संबंध में पर्याप्त अभिलेख नियमित रूप से और व्यवस्थित ढंग से रखा जाएगा।

(घ) उत्पाद की परीक्षण करने के लिए नियंत्रण के न्यूनतम स्तर वे होंगे जो अनुसूची में विनिर्दिष्ट हैं।

(4) परिवर्द्धन नियंत्रण :

भंडारण और अभिवृद्ध दोनों उत्पाद को अच्छी तरह परिवर्द्धन किया जाएगा।

(5) पैकिंग नियंत्रण :

उत्पादों की पैकिंग के लिए अनुसूची में उल्लिखित नियंत्रणों को पूरा करने की दृष्टि से पैकिंग विनिर्देश अधिकृत किए जाएंगे।

अनुसूची

(1) अत्यादों के लिए नियंत्रण के स्तर.

[उपाबंध-3 का उप-पैरा (3) (घ) देखिए]

क्रम सं०	गुण	उपेक्षाएं	परीक्षण किए जाने वाले नमूनों की सं०	टिप्पण
1	2	3	4	5
1	जाक्षण मानक विनिर्देश भट्टी की प्रवृत्ति का अध्ययन के अनुसार	करने के लिए निरीक्षण कक्ष में विस्तृत परीक्षण करने के दिन से प्रातः ही प्रत्येक भट्टी में से 10 नमूने और शीशे की चद्दरों के लिए तदनुसार श्रेणीकरण का विनिर्णय किया जाएगा।	विस्तृत परीक्षण के अतिरिक्त दिन में प्रातः ही शीशे की चद्दर की प्रवृत्ति/क्यापिटी में किसी भी परिवर्तन के लिए तापनुशीलन के पश्चात् भट्टी में से आ रही शीशे की चद्दरों का कठोर परीक्षण किया जाएगा।	
2	सहजिया-पन (केवल चपटे पारदर्शी कांच की चद्दर के लिए)	मानक विनिर्देश के अनुसार	उपरोक्तानुसार विस्तृत निरीक्षण के लिए 5 नमूने	यथोक्त
3	ज्वालासह मानक विनिर्देश के अनुसार	प्रति सप्ताह विस्तृत निरीक्षण के लिए 4 नमूने लिए जाएंगे तथापि मास के दौरान एकत्रित नमूनों के सभी चार सेटों का मास में एक बार ही परीक्षण किया जाएगा।		
4	विमार्ग	यथोक्त	कट आकार का 1%	

उपरोक्त निरीक्षण के अतिरिक्त, यथास्थिति, सारणी 1 और 2 में विनिर्दिष्ट के अनुसार नमूना लेने के माप अपनाते हुए, कांच की चद्दरों की पैकिंग के समय अन्तिम निरीक्षण किया जाएगा, किन्तु साट की निम्नानुसार परिनिश्चित किया जाएगा :—

“एक ही पुंज में बंधी या एक ही वाली पर लदी हुई कांच की चद्दरों के वाहन के लिए प्रयुक्त (एक ही क्यापिटी/श्रेणी) के सभी कांच को चद्दरें एक लॉट के रूप में ली जाएंगी।

टिप्पणी : बिनामकारी ज्वाला की पुनरावृत्ति तार कांच और तार चित्रित कांच के उपरोक्त लॉट के निरीक्षण के लिए ज्वालासह परीक्षण अनिवार्य नहीं है।

(2) पैकिंग के लिए नियंत्रण के स्तर

[उपाबंध-3 का उप-पैरा (3) (5) देखिए]

1. पैकिंग

1.1 अभिवहन के दौरान उठाई-धराई सहन करने के लिए पैकेजों में पर्याप्त क्षमता होगी और चपटा कांच हम कृ से पैक किया जाएगा कि उसकी टूट फूट/क्षति आदि रोकी जा सके।

1.2 विदेशी केना की पैकिंग श्रेक्षा के अभाव में विनिर्माता/निर्यातकर्ता निम्नलिखित को अपनाएगा

(क) भण्डारकरण के दौरान धुल्लापन होने से रोकने के लिए कांच की चद्दर से थोड़े से बड़े आकार का काट पेपर शीट का अच्छाई कागज कांच की प्रत्येक चद्दर के बीच में रखा जाएगा। बक्से की भित्तियों और कांच की चद्दरों के बीच में चारों तरफ पर्याप्त मोटाई का लकड़ी कॉलन का कुशन या घास का भूसा (धान का भूसा) लगाया जाएगा।

(ख) उपरोक्त के अनुसार की गयी कांच की चद्दर काष्ठ वर्ग के बने हुए लकड़ी के बक्सों में पैक की जाएंगी। बक्से के फ्रेम के लिए पर्याप्त मोटाई के पट्टे और साइडवर्क के लिए पर्याप्त कर मोटाई के पट्टे प्रयुक्त किए जाएंगे। तार की कीलों का प्रयोग करने हुए बक्सों के जोड़ सुरक्षित किए जाएंगे। बक्से के तबलों की मोटाई के समान उपयुक्त चौड़ाई वाले लकड़ों का प्रयोग करने हुए बक्से के चारों तरफ लम्बाई में आड़ी तिरछीतीन पट्टिया तथा ऊपर और नीचे की और पट्टियां लगायी जाएंगी।

(ग) लकड़ी के बक्सों का डिजाइन इस प्रकार का होगा कि उसमें कांच की चद्दरें सीधी, खड़ी, आड़ी मोटाई में रखी जाएंगी

(घ) पैक किए हुए लकड़ी के बक्से अन्तिम रूप से इस्थान की पट्टी के माथ बांधे जाएंगे।

2. चिन्ह लगाना :

2.1 चपटी पारदर्शी कांच की चद्दरों के पैकेजों पर निम्नलिखित लिखा जाएगा

(क) सामग्री का नाम और मात्रा।

(ख) साकेतिक मोटाई और काट आकार।

(ग) विनिर्माता का नाम और व्यापार चिन्ह, यदि कोई हो।

2.2 तार चित्रित कांच की वशा में, प्रत्येक पैकेज पर निम्नलिखित सूचना लिखी जाएगी :—

(क) सामग्री का नाम तथा मात्रा।

(ख) साकेतिक मोटाई और काट आकार।

(ग) विनिर्माता का नाम और व्यापार चिन्ह, यदि कोई हो।

2.3 बक्सों की सतह पर स्थानी से 'कांच वाकधानी से धरा-उठाई करे एक चेतावनी लिखी जाएगी।

उपाबंध 4

1. परेपणानुसार निरीक्षण

1. चपटे कांच के परेक्षण का अधिनियम की धारा 6 के अधीन मायता प्राप्त मानक विनिर्देशों से उसकी अनुकूलता सुनिश्चित करने के लिए निरीक्षण और परीक्षण किया जाएगा।

2. नमूना लेने के मामदंड और अनुकूलता के मापदण्डों के संबंध में संविवात्मक विनिर्देशों में विधिष्ट अनुबंध के अभाव में, जो नीचे दी गयी सारणी 1 और 2 में अधिकृत है वह लागू होगा।

सारणी 1

कांच की चद्दर के लिए नमूने का मानदण्ड और अनुरूपता का मापदण्ड

लाट आकार	चाक्षुष दोषों और रंग के वितरण के लिए						कट आकार की मोटाई और सहायता नमूने का आकार सी-1 वा	लहरियापन की परीक्षा करने के लिए नमूने का आकार
	स्थिति	नमूने का आकार	संयुक्त नमूने का आकार	सी-1	सी-2	सी-3		
1	2	3	4	5	6	7	8	9
100 तक	पहला	8	8	0	2	2	5	0
	दूसरा	8	16					2
101 से 300	पहला	13	13	0	3	4	10	1
	दूसरा	13	26					3
301 से 500	पहला	20	20	1	4	5	15	1
	दूसरा	20	40					4
501 से 1000	पहला	32	32	2	5	7	20	2
	दूसरा	32	64					5
1001 और उससे अधिक	पहला	50	50	3	7	9	30	5
	दूसरा	50	100					6

(क) एक ही परेण में समान स्वादों और सांकेतिक मोटाई वाली कांच की चद्दरें एक लाट हानी।

(ख) एक लाट में से नमूने के लिए ली जाने वाली कांच की चद्दरों की संख्या लाट आकार पर हागी और सारणी 1 के स्तम्भ (1) और (3) के अनुसार होगी। यदि कांच की चद्दरें बक्से या डिब्बों में पैक किए जाते हैं तो उनका कम से कम 20 प्रतिशत से अधिक और 2 बक्सों से न्यूनतम के अधीन रहने हुए कहीं से भी चुनकर तथा छीलकर नमूने के लिए लिया जाएगा। अपेक्षित नमूना आकार देने के लिए चुनी गई पेट्टियों और डिब्बों में से कांच की चद्दरों की लगभग बराबर संख्या बाएं/ऊपर, मध्यम तथा सीधी/निम्न भागों में चुनी जाएगी।

(ग) कांच की चद्दरों के नमूने की सारणी के 1 के स्तम्भ (2) में वर्णित रंग वा प्रकृति में रंग और चाक्षुष दोषों (लहरियापन के प्रतिरिक्त) के वितरण की अपेक्षाओं के लिए परीक्षण किया जाएगा। यदि कांच की चद्दर इन अपेक्षाओं में से किसी एक को भी पूरा नहीं करती है तो उसे दोषपूर्ण समझा जाएगा। यदि दोषपूर्ण कांच की चद्दरों की संख्या नमूने की पहले प्रकृति में स्तम्भ (5) में दी गयी तत्स्थानी संख्या से कम या बराबर है तो लाट स्वीकृत कर लिया जाएगा। यदि यह स्तम्भ (6) में दी गयी तत्स्थानी संख्या के बराबर है या उससे बड़ी है तो और कोई परीक्षण किए बिना ही लाट स्वीकृत कर दिया जाएगा।

(घ) यदि दोषपूर्ण कांच की चद्दर की संख्या नमूने में पहले प्रकृति सी 1 और सी 2 के मध्य पायी जाती है तो स्तम्भ (3) में विहित आकार का ऐसा ही दूसरा नमूना लिया जाएगा तथा रंग और चाक्षुष दोषों के लिए उसका परीक्षण किया जाएगा। यदि पहले और दूसरे प्रकृति में दोषों की कुल मिलकर संख्या स्तम्भ (7) में दी गयी तत्स्थानी संख्या सी 3 से कम है तो लाट को इन अपेक्षाओं के अनुरूप गनना जाएगा अन्यथा लाट अस्वीकृत कर दिया जाएगा।

(ङ) वह लाट जो चाक्षुष दोषों और रंग (लहरियापन से भिन्न) के लिए अपेक्षाओं को पूरा करता है उनका मोटाई और कट आकार की सहायता के लिए परीक्षण किया जाएगा। इन विशेषताओं की जांच के लिए अपेक्षित कांच की चद्दर का नमूना पहले परीक्षण की गयी और सत्यापनक पाई गयी चद्दरों में से लिया जाएगा। इन परीक्षणों के लिए नमूना आकार ऐसे होना जो सारणी 1 के स्तम्भ (8) में दिया गया है। यदि नमूने में दोषपूर्ण कांच की चद्दरों की संख्या सारणी 1 के स्तम्भ (9) में दी गयी तत्स्थानी संख्या सी 3 से कम या बराबर पायी जाती है तो लाट को इन अपेक्षाओं के अनुरूप समझा जाएगा।

(च) वह लाट जो उपर्युक्त अपेक्षाओं को पूरा करता है उसका लहरियापन के लिए अंतिम परीक्षण किया जाएगा। इस प्रयोजन के लिए नमूने का आकार वह होगा जो सारणी 1 के स्तम्भ (10) में दिया गया है। इस परीक्षण के लिए अपेक्षित कांच की चद्दर का नमूना उनमें से चुना जाएगा जिसकी मोटाई तथा कट आकार की सहायता के लिए पहले ही परीक्षण किया गया है। और वह सन्तोषजनक पायी गयी है। यदि नमूने के लिए स्तम्भ (10) के अनुसार चुनी गयी कोई भी कांच की चद्दर पूर्ण दोषपूर्ण नहीं है तो लाट लहरियापन के लिए अपेक्षाओं को पूरा करता हुआ समझा जाएगा।

सारणी 2

तार चित्रित और तार चित्रित कांच के लिए नमूना लेने के माप और अनुरूपता के मापवर्ण

लॉट का आकार	नमूने का आकार	ज्वालासह परीक्षण के लिए नमूने	सभी अन्य अपेक्षाओं के लिए नमूने				
			प्रक्रम	नमूने का प्रक्रम	संघयी नमूने	स्वीकृति संख्यांक	अस्वीकृति संख्यांक
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
100 तक	12	2	पहला दूसरा	5 5	5 10	0 1	2 2
101 से 300	19	3	पहला दूसरा	8 8	8 16	0 3	3 4
301 से 500	30	4	पहला दूसरा	13 13	13 26	1 4	4 5
501 से 1000	45	5	पहला दूसरा	20 20	20 40	2 6	5 7
1001 और उससे अधिक	70	6	पहला दूसरा	32 32	32 64	3 8	7 9

(क) एक परीक्षण में समान प्रकार, श्रेणी और आकार वाली सभी कांच की चट्टने एक लॉट होंगी। उसी समान लम्बाई, चौड़ाई और मोटाई वाली कांच की चट्टने उसी आकार के समान समझी जाएंगी।

(ख) परीक्षण के लिए चुने नमूनों की संख्या लॉट के आकार पर निर्भर होगी और सारणी 2 के स्तम्भ (1) और (2) के अनुसार होगी। ये नमूने लॉट में से आकस्मिकतः निकाल लिए जाएंगे। यदि चट्टने पेटियों या डिब्बों में पैक की गयी है तो 2 पेटियों के न्यूनतम के अधीन रहते हुए उनका कम से कम 20 प्रतिशत आकस्मिकतः चुना जाएगा और नमूने लेने के लिए खोला जाएगा। अपेक्षित नमूना आकार देने के लिए चुनी गयी पेटियों और डिब्बों में से कांच की चट्टनों में से लगभग बराबर संख्या ऊपर मध्य और भागों में चुनी जाएगी।

(ग) तार कांच और तार चित्रित कांच की दशा में, ज्वालासह परीक्षण के लिए ली गयी कांच की चट्टनों की संख्या स्तम्भ (3) के अनुसार होगी और स्तम्भ (2) के अधीन चुने गए नमूनों में से ली जाएगी। यदि ज्वालासह परीक्षा के लिए प्ररीक्षित सभी चट्टने परीक्षण में ठीक पायी जाती हैं तो लॉट का अन्य अपेक्षाओं के लिए भागे परीक्षण किया जाएगा, अन्यथा लॉट और भागे परीक्षण के बिना अस्वीकृत कर दिया जाएगा।

(घ) ज्वालासह परीक्षण से भिन्न अन्य सभी अपेक्षाओं के लिए परीक्षण दो प्रक्रमों पर किया जाएगा। परीक्षण के पहले प्रक्रम में, ज्वालासह परीक्षण के पश्चात् (सारणी 2 का स्तम्भ (4) और (5) देखें)। नमूनों में शेष कांच की चट्टनों की आधी संख्या ली जाएगी। यदि दोषपूर्ण संख्या पहले प्रक्रम के सामने स्तम्भ (7) में दिखायी गयी तत्स्थानी स्वीकृत संख्या से कम या उसके बराबर है तो कांच की चट्टनों के शेष नमूनों का दूसरे प्रक्रम में परीक्षण किए बिना ही लॉट स्वीकृत कर लिया जाएगा। और यदि दोषपूर्ण नमूनों की संख्या पहले प्रक्रम के सामने स्तम्भ (8) में दिखायी गयी तत्स्थानी अस्वीकृत संख्या से अधीन या बराबर है तो लॉट में शेष कांच की चट्टनों के नमूनों का दूसरे प्रक्रम पर परीक्षण किए बिना ही अस्वीकृत कर दिया जाएगा और यदि दोषपूर्ण नमूनों की संख्या पहले प्रक्रम पर स्वीकृत और अस्वीकृत संख्या के मध्य है तो दूसरे प्रक्रम के लिए परीक्षण किया जाएगा।

टिप्पण.—तार कांच और तार चित्रित कांच के लिए यदि कोई भी चट्टन किसी भी अपेक्षा को (ज्वालासह परीक्षण से भिन्न) पूरा नहीं करती है तो वह दोषपूर्ण नमूना समझा जाएगा।

(ङ) दूसरे प्रक्रम में, कांच की चट्टनों के शेष नमूनों का [सारणी 2 का स्तम्भ (4) और स्तम्भ (5) में देखें] परीक्षण पहले प्रक्रम की अपेक्षाओं के अनुसार किया जाएगा। दूसरे प्रक्रम में प्राप्त दोषपूर्ण नमूनों की संख्या पहले प्रक्रम में प्राप्त दोषपूर्ण नमूनों की संख्या के साथ जोड़ दी जाएगी। यदि दोषपूर्ण नमूनों की संख्या दूसरे प्रक्रम के स्तम्भ (7) में दिखायी गयी तत्स्थानी स्वीकृत संख्या से कम या उसके बराबर है तो लॉट अपेक्षाओं के अनुरूप घोषित कर दिया जाएगा। यदि दोषपूर्ण नमूनों की कुल संख्या दूसरे प्रक्रम के स्तम्भ (8) में दिखायी गयी अस्वीकृत संख्या के बराबर या उससे अधिक है तो लॉट अस्वीकृत कर दिया जाएगा।

[सं० 6(6)/81-नि० नि० तथा नि० उ०]

सी० बी० कुकरेती, संयुक्त निदेशक

MINISTRY OF COMMERCE

ORDER

New Delhi, the 23rd January, 1982

S.O. 181.—Whereas, in exercise of the powers conferred by section 6 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963) the Central Government is of opinion that it is necessary and expedient so to do for the development of the export trade of India that flat glass should be subject to quality control and inspection prior to export;

And whereas the Central Government has formulated the proposals specified below for the said purpose and has forwarded the same to the Export Inspection Council as required by sub-rule (2) of rule II of the Export (Quality Control and Inspection) Rules, 1964;

Now, therefore, in pursuance of the said sub rule, the Central Government hereby publishes the said proposals for the information of the public likely to be affected thereby.

2. Notice is hereby given that any person who desires to make any objections or suggestions with respect to the said proposals may forward the same within forty five days of the date of publication of this order in the Official Gazette to the Export Inspection Agency, "World Trade Centre," 14/IB, Ezra Street, (7th floor), Calcutta-I.

PROPOSALS

(1) To notify that flat glass mentioned in Annexure-I appended to this Order shall be subject to quality control and inspection prior to export;

(2) To recognise—

(a) National and International Standards and Standards of other bodies recognised by Export Inspection Council.

(b) Contractual specifications subject to the Flat glass satisfying the visual and safety requirements prescribed in the relevant Indian or other National standards.

Notes :

(i) When the export contract, does not indicate detailed technical requirements or is based only on samples, the exporter has to furnish a written specification

(ii) Methods of tests will be as per National Standard.

(3) To specify the type of quality control and inspection in accordance with the Draft export of Flat Glass (Quality Control and Inspection) Rules, 1982 set out in Annexure-II appended to this order as the type of quality control and inspection which would be applied to such flat glass, prior to export;

(4) To prohibit the export, in the course of international trade of such flat glass unless the same is accompanied by a certificate issued by an agency established by the Central Government under Section 7 of the export (Quality Control and Inspection) Act, 1963 (22 of 1963) to the effect that the flat glass conforms to the standard specifications and are exportworthy.

3. Nothing in this Order shall apply to the export by land, sea or air of bonafide samples of flat glass, not exceeding Rs. 500 in F.O.B value to the prospective buyers.

4. In this order "flat glass" shall mean any of the flat glass mentioned in Annexure-I to this order.

ANNEXURE I

In this Order "flat glass" means any of the following :

- 1 Flat transparent sheet glass;
2. Wired Glass, figured glass and wired-figured glass.

ANNEXURE II

Draft rules proposed to be made under section 17 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963).

1. Short title and commencement.—(1) These rules may be called the export of Flat Glass (Quality Control and Inspection) Rules, 1982.

2. Definition.—In these rules, unless the context otherwise requires,

(a) "Act" means the Export (Quality Control and Inspection) Act, 1963 (22 of 1963);

(b) "Agency" means any one of the agencies established under section 7 of the Act;

(c) "Council" means Export Inspection Council established under section 3 of the Act;

(d) "Flat Glass" means any of the following :

(i) Flat transparent sheet glass;

(ii) Wired Glass, figured Glass and Wired-figured glass.

(d) "Schedule" means the schedule appended to these rules.

3. Basis of Inspection.—Inspection of Flat Glass for export shall be carried out with a view to ensuring that the Flat Glass conforms to the specifications recognised by the Central Government under section 6 of the Act, either by ensuring that the products have been manufactured by exercising necessary quality control as specified in Annexure-III or on the basis of inspection and testing carried out in the manner specified in Annexure-IV.

4. Procedure of Inspection

(1) An exporter intending to export a consignment of flat glass shall give an intimation in writing to the Agency in duplicate furnishing therein the details of the contractual specifications and the Agency shall carry out inspection for the purpose of rule 3.

(2) For export of Flat Glass manufactured by exercising adequate in-process quality control as laid down in Annexure-III and in case the manufacturing unit has been adjudged as having adequate in-process quality control drills by the Council/Panel of Experts constituted by the Agency for this purpose, the exporters shall also submit along with the intimation mentioned in sub-rule (1) a declaration that the consignment of flat glass intended for export has been manufactured by exercising adequate quality control as laid down in Annexure III and that the consignment conforms to the standard specifications recognised for the purpose.

(3) The Exporter shall also furnish to the Agency the identification marks applied on the consignment.

(4) Every intimation under sub-rule (1) and declaration if any, under sub-rule (2) above shall be given not less than 7 (seven) days prior to the despatch of the consignment from the manufacturers premises

(5) On receipt of the intimation under sub-rule (2) and the declaration, if any, under sub-rule (2), the Agency :

(a) On satisfying itself that during that process of manufacture, the manufacturer had exercised adequate quality control as laid down in Annexure-III and followed the instructions, issued by the Council/Agency in this regard from time to time, the Agency shall within seven days issue a certificate declaring the consignment of flat glass as exportworthy. The agency shall, however, conduct spot checks of some of the consignments meant for export. Where the manufacturer is not the exporter, the consignment shall be physically verified and such verification and inspection as necessary shall be carried out by the Agency to ensure that the above conditions are complied with

(b) Where the exporter has not declared under sub-rule (2) that adequate quality control as laid down in Annexure III had been exercised, on satisfying itself that the consignment of flat glass conforms to the standard specification recognised for the purpose, on the basis of inspection testing carried out as laid down in Annexure-IV or on the basis of both, shall within seven days of carrying out such inspection issue a certificate declaring the consignment of flat glass as exportworthy :

Provided that where the agency is not so satisfied, it shall within the said period of seven days issue a rejection certificate to the exporter declaring the consignment of flat

glass as not exportworthy and communicate such refusal to the exporter along with the reasons thereof.

(6) Where the manufacturer is not the exporter, or the consignment is inspected under sub rule 5(b), or in both the agency shall, immediately after completion of the inspection, seal the packages in the consignment in a manner so as to ensure that the sealed packages cannot be tampered with. In case of rejection of the consignment if the exporter so desires, the consignment may not be sealed by the Agency but in such cases, however, the exporter shall not be entitled to prefer any appeal against the rejection.

5. Place of Inspection.

Every inspection under these rules shall be carried out either (a) at the premises of the manufacturer of such product, or (b) at the premises at which the goods are offered by the exporter provided, adequate facilities for the purpose exist therein.

6. Inspection Fee.

Subject to minimum of Rs. 100 for each consignment, a fee at the rate of forty paise for every one hundred rupees of F.O.B. value for each such consignment shall be paid as inspection fee.

A 10 per cent concession on inspection fee will be allowed for exports by small scale manufacturers.

7. (1) Any person aggrieved by the refusal of the Agency to issue a Certificate under sub-rule (5) of rule 4, may, within ten days of the receipt of communication of such refusal by him, prefer an appeal to a panel of experts consisting of not less than three but not more than seven persons as may be constituted by the Central Government.

(2) The Panel of experts shall consist of at least two-thirds of non-officials of the total membership.

(3) The quorum for the panel of experts shall be three.

(4) The appeal shall be disposed of, within fifteen days of its receipt.

ANNEXURE-III

Quality Control

The quality control of flat glass shall be ensured by the manufacturer by effecting the following controls at different stages of manufacture, preservation and packing of the products as laid down below, together with the levels of controls as set out in the Schedule appended hereto.

(i) Purchase and raw materials control—

(a) Purchase specifications shall be laid down by the manufacturer incorporating the properties of raw materials to be issued.

(b) Either the accepted consignments shall be accompanied by a Supplier's test and inspection certificate

corroborating the requirements of the purchase specifications, in which case occasional checks shall be conducted at least once in 10 consignments by the purchaser for a particular supplier to verify the correctness of the aforesaid test or inspection certificate or the purchased material shall be regularly tested and inspected either in the laboratory within the factory or in an outside, laboratory or test house.

(c) The sampling for inspection or test to be carried out shall be based on the recorded investigations.

(d) After the inspection or test is carried out, systematic method shall be adopted in segregating the accepted and rejected materials and for disposal of the rejected materials.

(e) Adequate records in respect of the aforesaid controls shall be regularly and systematically maintained by the manufacturer.

(ii) Process Control :

(a) Detailed process specifications shall be laid down by the manufacturer for different stages of manufacture.

(b) Equipment and instrumentation facilities shall be adequate to control the processes as laid down in the process specifications.

(c) Adequate records shall be maintained by the manufacturer to ensure the possibility of verifying the controls exercised during the process of manufacture.

(iii) Product Control :

(a) The manufacturer shall have either his own testing facilities or shall have access to such testing facilities existing elsewhere to check up whether the product conforms to specifications recognised under section 6 of the Act.

(b) Sampling for test and inspection to be carried out shall be Based on the recorded investigation.

(c) Adequate records in respect of sampling and test carried out shall be regularly and systematically maintained.

(d) The minimum levels of controls to check the products shall be as specified in the schedule.

(iv) Preservation Control :

The product shall be well preserved both during the storage and transit.

(v) Packing Control :

Packing specifications shall be laid down with a view to satisfying the controls as mentioned in the schedule for packing of the products.

SCHEDULE

(1) LEVELS OF CONTROL FOR PRODUCTS

(See sub-paragraph (iii) (d) of Annexure-III)

Sl. No.	Characteristics	Requirements	No. of samples to be tested	Remarks
1	2	3	4	5
1.	Visual	As per standard specification	10 samples from each furnace in the early hours of the day for detail examination in the inspection room to study the trend of the furnace and accordingly the grading for the sheets of glass is to be decided.	Apart from the detail examination as per the col. (4) a strict supervision should be carried out of the sheets of glass coming out of the furnace after annealing for any deviation in the trend/quality of the sheets of glass from the early hours of the day.

1	2	3	4	5
2. Waviness (for flat transparent sheet glass only)	—Do—	5 samples for detail inspection as above.	—Do—	
3. Flames proofness test (for wired glass or wired figured glass only)	—Do—	4 samples shall be drawn for detail inspection per week. However, the testing shall be done once in a month of all the four sets of samples collected during the month.	—	
4. Dimensions	—Do—	1% of the cut size	—	

Apart from the above inspection, final inspection should be carried out at the time of packing of sheets of glass in case by adopting the scale of sampling as specified in Tables 1 and 2, as the case may be, of Annexure IV, but defining to lot as follows:

"All the sheets of Glass of the same quality/grade staged in one bunch or loaded on a single trolley (used for transportation of the sheets of glass) shall be taken as a lot.

Note.—Repetition of destructive flameproofness test is not compulsory for above lot inspection for wired & figured-wired glass.

(2) Levels of Control for Packing.
(See sub-paragraph (iii) (V) of Annexure-III)

1. Packing.

1.1 The packages shall have sufficient strength to withstand handling during transit and the flat glass be so packed so as to avoid breakage/damage etc.

1.2 In the absence of packing requirements of the foreign buyer, the following shall be adopted by the manufacturer/exporter:

- (a) Newsprint of Kraft paper sheets of slightly bigger size than the glass sheets shall be placed in between each and every sheet of glass to avoid hazing during storage. A straw or wood wool cushioning of suitable thickness (or paddy grass) shall be provided on all sides between the box walls and glass sheets.
- (b) The sheets of glass prepared as above shall be packed in wooden cases made of timber species. For the frame of the case, planks of suitable thickness and for side covers planks of suitable thickness shall be used. Box joints shall be secured using wire-nails. Three battens vertically across the length of the box on all four sides and four battens on the

top and bottoms shall be provided using suitable width plank of some thickness as that of the box planks.

- (c) The wooden cases shall be so designed that grass sheets are kept vertical, standing on the cross-sections thickness.
- (d) The packed wooden cases shall be finally tied by steel straps.

2. Marking:

2.1 Packages containing flat transparent sheet glass, shall be marked with the following:—

- (a) Name and quantity of the material.
- (b) Nominal thickness and cut size.
- (c) Name of the manufacturer and trade mark, if any.

2.2 In case of Wired-Figured glass, each package shall be marked with the following information:—

- (a) Name and quantity of the material.
- (b) Nominal thickness and cut size.
- (c) Manufacturer's name and trade mark, if any.

2.3 A warning "GLASS HANDLE WITH CARE" shall be indicated in ink on the surface of the cases.

ANNEXURE IV

Consignment wise Inspection

1. The consignment of flat glass shall be subjected to inspection and testing to ensure conformity of the same, to the standard specifications recognised under section 6 of the Act.

2. In the absence of specific stipulation in the contractual specifications as regards scale of sampling and criteria for conformity, the same laid down in Table 1 and 2 given below shall become applicable.

TABLE—I

SCALE OF SAMPLING AND CRITERIA FOR CONFORMITY FOR SHEET GLASS

Lot Size	For distribution of visual defects and colour				Thickness and tolerance on Cut Size			Sample size for testing waviness	
	Stage	Sample size	Combined sample size	C1	C2C3	Sample C4	Size		
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
Upto 100	First	8	8	0	2	2	5	0	2
	Second	8	16						
101 to 300	First	13	13	0	3	4	10	1	3
	Second	13	26						
301 to 500	First	20	20	1	4	5	15	1	4
	Second	20	40						

501 to 1000	First	32	32	2	5	7	20	2	5
	Second	32	64						
1000 & above	First	50	50	3	7	9	30	3	6
	Second	50	100						

(a) In a single consignment all the sheet glass of the quality and nominal thickness shall constitute a lot.

(b) The number of sheet glass to be sampled from a lot shall depend on lot size and shall be in accordance with col. (1) and (3) of Table 1. If the sheet are packed in boxes or cartons, atleast 20 percent of them, subject to minimum of 2 boxes, shall be selected at random and opened for taking out the samples. From each selected box or carton approximately equal number of sheet glass shall be selected from the left/top, middle and right/bottom portions to give the required sample size.

(c) The sample sheet glass shall be examined for the requirements of colour and distribution of visual defects (except waviness) in two stages as shown in col. (2) or Table 1. A glass sheet failing to satisfy any of these requirements shall be considered as defective. If the number of defective sheet glass found in the sample in the First stage is less than or equal to the corresponding number given in col. (5) the lot shall be accepted.

If it is equal to or greater than the corresponding number given in col. (6) the lot shall be rejected without any further testing.

(d) If the number of defective sheet glass found in the sample in the first stage lies between C1 and C2, a second such sample of the size prescribed in col. (3) shall be taken and examined for colour and visual defects. The lot shall be considered as conforming to these requirements if the combined number of defectives in the first and second stage is less than the corresponding number C3 given in col. (7), otherwise the lot shall be rejected.

(e) The lot which has satisfied the requirements for visual defects and colour (except waviness) shall be examined for thickness and tolerance on Cut size. The sample sheet glass required for testing these

characteristics shall be selected from those examined earlier and found satisfactory. The sample size for these tests shall be as given in col. (8) of Table 1. The lot shall be considered to have met these requirements if the number of defective sheet glass, found in the sample is less than or equal to the corresponding number C4 given in col. (9) of Table 1.

(f) The lot which has satisfied the above requirements shall be finally tested for waviness. The sample size for this purpose shall be as given in col. (10) of Table 1. The sample sheet glass required for this testing shall be selected from those tested for thickness and tolerance on Cut size and found satisfactory. The lot shall be considered to have satisfied the requirements for waviness if none of the sample sheet glass selected according to col. (10) is found defective.

TABLE — 2

SCALE OF SAMPLING AND CRITERIA FOR CONFORMITY FOR WIRED, FIGURED AND WIRE-FIGURED GLASS

Lot Size	Sample Size	Samples for Flame-proofness	Sample for all other requirements				
			1 Stage	Stage Sample	Cumulative sample	Acceptance Number	Rejection number
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
Upto 100	12	2	First	5	5	0	2
			Second	5	10	1	2
101 to 300	19	3	First	8	8	0	3
			Second	8	16	3	4
301 to 500	30	4	First	13	13	1	4
			Second	13	26	4	5
501 to 1000	45	5	First	20	20	2	5
			Second	20	40	6	7
1001 & Over	70	6	First	32	32	3	7
			Second	32	64	8	9

(a) In a single consignment all the sheet of glass belonging to the same type, grade and size shall constitute a lot. Sheets of glass of the same length, width and thickness should be regarded to be of the same size.

(b) The number of samples to be selected for testing shall depend on lot size and shall be in accordance with col. (1) and (2) of Table 2. These samples shall be with drawn at random from the lot. If the sheet are packed in boxes or cartons, at least 20 percent of them, subject to minimum of 2 boxes, shall be selected at random and opened for taking out the samples. From each selected box or carton approximately equal number of sheet shall be selected from the top, middle and the bottom portions to give the required sample size.

(c) The number of sheets to be tested for flameproofness in case of wired glass and wired-figured glass shall be according to col. (3) and shall be taken from those selected under col. (2) if all the sheets tested for flameproofness pass the test, the lot shall be subjected to further testing the other requirements, otherwise the lot shall be rejected without further testing.

- (d) Testing for all requirements other than flameproofness shall be performed in two stages. In the first stage of testing, half the number of sheets remaining in the sample after the flameproofness test (see col. (4) and (5) of Table 2) shall be taken. If the number of defective is less than or equal to the corresponding acceptance number shown in Col. (7) against the first stage, the lot shall be accepted without testing the remaining sample sheets in the second stage. Further, if the number of defectives is greater than or equal to the corresponding rejection number shown in col. (8) against the first stage, the lot shall be rejected without testing the remaining sample sheets in the second stage and if the number of defectives lies between the acceptance number and the rejection number for the first stage, the testing will proceed to the second stage.

Note.—Any sheet not satisfying any of the requirements (other than flameproofness) for wired and wired-figured glass shall be considered as a defective.

- (c) In the second stage, the remaining sample sheet (see col. (4) and (5) of Table 2) shall be tested for the requirements as in the first stage, the number of defective found in the second stage will be added to those found in the first stage. If the total number of defective is less than or equal to the corresponding acceptance number shown in col (7) against the second stage, the lot shall be declared as conforming to the requirements. If the total number of defectives is equal to or greater than the corresponding rejection number shown in col. (8) against the second stage, the lot shall be rejected.

[F. No. 6(6)/81¹EP]

C. B. KUKRETI, Jt. Director

(बस्त्र विभाग)

बस्त्र आयुक्त का कार्यालय

बम्बई, 19 दिसम्बर, 1981

का० प्रा० 182.—राष्ट्रपति डॉ० टी० वी० के० श्रीवास्तवा को, आपसे आदेशों तक, दिनांक 5 नवम्बर, 1981 के पत्रदिन से बस्त्र आयुक्त का कार्यालय, बम्बई में, निवेशक (उत्पादन तथा विकास) के रूप में सहाय्य नियुक्त करने हैं।

[मं. ई. एम. टी. I-37(2)/105]

प्र०/के० टककर, बस्त्र आयुक्त

(Department of Textiles)

Office of the Textiles Commissioner

Bombay, the 19th December, 1981

S.O. 182.—The President is pleased to appoint with effect from the fore-noon of the 5th November, 1981 and until further orders Dr. T. V. K. Srivastava, as Director (Production and Development) in the Office of the Textile Commissioner, Bombay.

[No. EST. I-37(2)/105]

R. K. TAKKAR, Textile Commissioner

संयुक्त मुख्य निर्यात, आयात-निर्यात का कार्यालय

(केन्द्रीय लाइसेंस क्षेत्र)

निरस्त-आदेश

नई दिल्ली, 8 दिसम्बर, 1981

का० प्रा० 183.—मैसर्स निटिंग मशीनरीज लिमिटेड (इण्डिया) प्रा० लि०, 300 इन्डस्ट्रियल एरिया 'ए' लुधियाना को एक आयात लाइसेंस सं० पी० सी० / 2220890 दि० 17-5-80 धारि 3,13,131 रु० एक ऑटोमेटिक लैच कटिंग और पंचिंग मशीन, एक ऑटोमेटिक स्लॉट मिलिंग मशीन, एक ऑटोमेटिक टिप और शार्पनिंग मशीन एक ऑटोमेटिक बुक बैन्डिंग मशीन और एक ऑटोमेटिक सेन्टरिंग मशीन के आयात हेतु दिया

गया था। उक्त फर्म ने आयात-निर्यात की कार्य विधि पुस्तिका 1981-82 के पैरा 351 के अन्तर्गत एक शपथपत्र प्रस्तुत किया है कि उनके ला० सं० पी०/सी०/2220890/सी XX/75/डी/78 दि० 17-5-80 धारि 3,13,131 रु० अप्रैल-मार्च 79 अवधि के लिए, की कस्टम हेतु काफी विना किसी कस्टम पर पंजीकृत किए तथा इस्तेमाल किए हैं। खा गई है और कस्टम हेतु काफी उन्हें संपूर्ण राशि 3,13,131 रु० को इस्तेमाल हेतु चाहिए।

1. मैं सन्तुष्ट हूँ कि उक्त लाइसेंस की मूल कस्टम हेतु काफी खो गई है।

2. उपरोक्त फर्म ने इस कथन के समर्थन में अब एक शपथपत्र, आयात-निर्यात सम्बन्धी कार्य-विधि-पुस्तिका, 19 के पैरा के अनुसार प्रस्तुत किया है। अतः मैं सन्तुष्ट हूँ कि उपरोक्त आयात-लाइसेंस की मूल कस्टम/एक्सचेंज दोसों काफी खो गई है।

3. अतः आयात-निर्यात नियंत्रण अधिनियम 1955 दि० 7-12-55 (यथा संशोधित) की धारा 9 (CC) में प्रदत्त अधिकारों का प्रयोग करते हुए मैं उपरोक्त लाइसेंस की मूल कस्टम काफी का निरस्त करने का आदेश देता हूँ।

4. आवेदक की प्रार्थना पर अब आयात-निर्यात की कार्य-विधि-पुस्तिका 1981-82 के पैरा 351 के अनुसार उपरोक्त लाइसेंस पी०/सी० 2220890 दि० 17-5-80 की कस्टम काफी की अनुविधि (पुर्न कंट्रोल काफी) जारी करने पर विचार किया जायेगा।

[सं० सी० जी० टी० जी० सी०/124/ए०एम-79/एम् II/सी० एल० ए०/2077]

एस० बालकृष्ण पिल्लई, उच्च मुख्य नियंत्रक, आयात-निर्यात
कृते संयुक्त मुख्य नियंत्रक, आयात-निर्यात

Office of the Jt. Chief Controller of Imports and Exports
CENTRAL LICENSING AREA

(Central Licensing Area)

New Delhi, the 8th December, 1981

S.O. 183.—M/s. Knitting Machineries Syndicate (India) Pvt. Ltd., 300-Industrial Area-A, Ludhiana were granted import licence No. P/C/2220890 dt. 17-5-80 for Rs. 3,13,131 for import of 1. No. Automatic Latch Cutting and Punching Machine, 2. one No. Automatic Slot Milling Machine, 3. One No. Automatic Tip and Sharpening Machine, 4. One No. Automatic Book Bending Machine and 5. One No. Automatic Centering Machine. They have filed an affidavit as required under para 351 of Hand Book of Import-Export Procedure 1981-82 wherein they have stated that Customs Purpose Copy of licence No. P/C/2220890/C/XX/75/D-78 dated 17-5-80 for Rs. 3,13,131 for the period April-March 79 has been lost/misplaced without having been registered and utilised at all and the duplicate Custom Purpose copy is required to cover the full value of licence i.e. Rs. 3,13,131.

2. I am satisfied that the Custom Purpose Copy of the said licence has been lost.

3. In exercise of the powers conferred on me under clause 9(cc) in the Import Trade Control Order 1955 dt. 7-12-55 and amended upto date, the Custom Purpose Copy of the said licence No. P/C/2220890 dt. 17-5-80 for Rs. 3,13,131 is hereby cancelled.

4. The applicant is now being issued duplicate Custom Purpose Copy of Import Licence No. P/C/2220890/C/XX/75/D/78 dt. 17-5-80 to cover the full value of licence i.e. Rs. 3,13,131 in accordance with the provision of para 351 of Hand Book of Import Export Procedure, 1981-82.

[No. CG/DGTD/124/AM-79/AU. II/CLA/2077]
S. BALAKRISHNA PILLAI, Dy. Chief Controller of
Imports and Exports
for Jt. Chief Controller of Imports and Exports.

निरस्त - आदेश

नई दिल्ली, 8 दिसम्बर, 1981

क्रा० 184.—मैगम, डिपार्टमेंट ऑफ इलेक्ट्रॉनिक्स, लोक नायक भवन खान मार्केट नई दिल्ली को एक 'आयात लाइसेंस सं० जी०पी०/2221251/सी/XX/77/डी/80 दि० 11-11-80' वाले 4,50,000/- रु० कम्प्यूटर के आयात हेतु दिया गया था। उक्त फर्म ने एक शपथ-पत्र आयात-निर्यात की कार्यविधि पुस्तिका 1981-82 के पैरा 351 के अन्तर्गत मंजूर किया है कि आयात ला० सं० जी०पी०/2221251/सी/XX/77/डी/80 दि० 11-11-80 वाले 1,50,000/- रु० प्रविधि अप्रैल-मार्च-1981 की एक्सचेंज हेतु काफी बिना पंजीकृत किए तथा बिना इस्तेमाल किए ही खो गई है और एक्सचेंज काफी हेतु उन्हें सम्पूर्ण राशि 4,50,000 रु० की इस्तेमाल करने के लिए चाहिए।

2. मैं सन्तुष्ट हूँ कि उपरोक्त लाइसेंस की मूल एक्सचेंज-हेतु काफी खो गई है।

3. जब आयात-आयात नियंत्रण आदेश 1955 दि० 7-12-55 (यथासंशोधित) की धारा 9(सीसी) में प्रदत्त अधिकारों का प्रयोग करने हुए मैं उपरोक्त लाइसेंस की मूल एक्सचेंज काफी को निरस्त करने का आदेश देता हूँ।

4. अधिका की प्रार्थना पर अब आयात-निर्यात की कार्यविधि पुस्तिका 1981-82 पैरा 351 के अनुसार उपरोक्त लाइसेंस सं० जी०पी०/2221251 दि० 11-11-80 की एक्सचेंज काफी की अनुविधि (दुप्लीकेट काफी) जारी करने पर विचार किया जायेगा।

[सं० सी० आर०/179/एम० 81/ए० यू० : सी० एल० ए०/2119]

एम० बालाकृष्ण पिल्लई,

उप मुख्य नियंत्रक, आयात-निर्यात
कृते, संयुक्त मुख्य नियंत्रक आयात-निर्यात।

CANCELLATION ORDER

New Delhi, the 8th December, 1981

S.O. 184.—Deptt. of Electronics Lok Nayak Bhawan, Khan Market New Delhi were granted import licence No. G/P/2221251/C/XX/77/D/80 dt. 11-11-80 for Rs. 450,000 for import of Computer. They have filed an affidavit as required under para 351 of Hand Book of Import Export Procedure 1981-82 wherein they have stated that Exchange Control Copy of licence No. G/P/2221251/C/XX/77/D-80 dt. 11-11-80 for Rs. 4,50,000 for the period A.M. 81 has been lost without having been Registered and utilised and the duplicate Exchange Control Copy is required to cover the full value of licence i.e. Rs. 4,50,000.

2. I am satisfied that the Exchange Control copy of the said licence has been lost.

3. In exercise of the powers conferred on me under clause 9 (cc) in the Import Trade Control Order 1955 dt. 7-12-55 and amended upto date, the Exchange Control Copy of the said licence No. G/P/2221251/C/XX/77/D-80 dt. 11-11-80 for Rs. 4,50,000. is hereby cancelled.

4. The applicant is now being issued duplicate Exchange Control copy of Import Licence No. G/P/2221251 dt. 11-11-80 for Rs. 4,50,000 for the period A.M. 81 has been in accordance with the provision of para 351 of Hand Book of Import Export Procedure, 1981-82.

[No. GR/179/AM-81/AU-II/CLA/2119]

S BALAKRISHNA PILLAI, Dy. Chief Controller of

Imports and Exports

for Jt. Chief Controller of Imports and Exports

मासिक पूति सतालिका

भारतीय मानक संस्था

नई दिल्ली, 29 दिसम्बर, 1981

क्रा० 185 — समय समय पर संशोधित भारतीय मानक संस्था (प्रमाणन विहिन) विनियम 1955 के विनियम 8 के उपविनियम (1) के अनुसार भारतीय मानक संस्था द्वारा अधिसूचित किया जाता है कि जिन 294 लाइसेंसों के व्योरे नीचे नमूने में दिए गए हैं उनका जून 1981 में नवीकरण किया गया है।

अनुसूची

क्रम संख्या	सीएस/एन संख्या	वैय	भारतीय मानक विधि
		से	को पद संख्या
(1)	(2)	(3)	(4)
1. 00009 09	81-06-16	82-06-15	IS : 1660 (भाग 1) — 1967 IS : 1660 (भाग 2) — 1972 IS : 1660 (भाग 3) — 1972 IS : 1660 (भाग 4) — 1977
2. 00010 02	81-06-16	82-06-15	IS : 1660 (भाग 1) — 1967 IS : 1660 (भाग 2) — 1972 IS : 1660 (भाग 3) — 1972 IS : 1660 (भाग 4) — 1977
3. 00030 06	81-07-01	82-06-30	IS : 269— 1976
4. 00059 19	81-02-01	82-01-31	IS : 10 (भाग 2) — 1976
5. 00086 22	81-06-01	82-05-31	IS : 10 (भाग 2) — 1976
6. 00162 17	81-06-01	82-05-31	IS : 291— 1977
7. 00163 18	81-06-01	82-05-31	IS : 288— 1960
8. 00185 24	81-06-01	82-05-31	IS : 1322— 1977
9. 00296 30	81-05-16	82-05-15	IS : 573— 1973
10. 00514 21	81-06-01	82-05-31	IS : 5101— 1969
11. 00681 35	81-07-01	82-06-30	IS : 226— 1975

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
12. 00682 36	81-07-01	82-06-30	IS : 1977— 1975	35. 01713 30	81-07-01	82-06-30	IS : 1239 (भाग 1)— 1979		
13. 00685 39	81-06-01	82-05-31	IS : 226— 1975	36. 01848 44	81-06-01	82-05-31	IS : 398 (भाग 1 और 2)—1976		
14. 00686 40	81-06-01	82-05-31	IS : 1977— 1975	37. 01862 42	81-06-01	82-05-31	IS : 10 (भाग 2)— 1976		
15. 00837 37	81-05-16	82-05-15	IS : 264— 1976	38. 02003 11	81-02-01	82-01-31	IS : 1029— 1970		
16. 00847 39	81-06-01	82-05-31	IS : 2566— 1965	39. 02040 16	81-07-01	82-06-30	IS : 4323— 1980		
17. 00858 42	81-06-01	82-05-31	IS : 2818— 1971	40. 02068 28	81-07-01	82-06-30	IS : 269— 1976		
18. 00859 43	81-06-01	82-05-31	IS : 2566— 1965	41. 02171 26	81-06-16	82-06-15	IS : 10 (भाग 4)—1976		
19. 00926 37	81-06-01	82-05-31	IS : 2566— 1965	42. 02181 28	81-07-01	82-06-30	IS : 10 (भाग 4)—1976		
20. 01013 09	81-06-16	82-06-15	IS : 774— 1974	43. 02207 21	81-07-01	82-06-30	IS : 1786— 1966		
21. 01045 17	81-05-16	82-05-15	IS : 265— 1976	44. 02240 22	81-06-16	82-06-15	IS : 10 (भाग 3)—1974		
22. 01057 21	81-05-16	82-05-15	IS : 266— 1977	45. 02326 27	81-05-16	82-05-16	IS : 10 (भाग 2)—1976		
23. 01114 13	81-06-16	82-06-15	IS : 1221— 1971	46. 02327 28	81-05-16	82-05-15	IS : 10 (भाग 2) 1976		
24. 01252 22	81-06-01	82-05-31	IS : 226— 1975	47. 02410 22	81-06-01	82-05-31	IS : 2567— 1978		
25. 01261 23	81-06-01	82-05-31	IS : 814 (भाग 1 और 2)—1974	48. 02464 36	81-06-01	82-05-31	IS : 7452— 1974		
26. 01269 31	81-06-01	82-05-31	IS : 2548— 1967	49. 02649 43	81-04-01	82-03-31	IS : 4323— 1980		
27. 01292 30	81-06-16	82-06-15	IS : 220— 1972	50. 02687 49	81-06-01	82-05-31	IS : 1067— 1968		
28. 01335 24	81-06-01	82-05-31	IS : 2121— 1962 और IS : 2486— 1971	51. 02978 57	81-06-16	82-06-15	IS : 562—1978		
29. 01371 28	81-06-16	82-06-15	IS : 2553— 1971	52. 03066 30	81-06-01	82-05-31	IS : 3625— 1971		
30. 01378 35	81-06-16	82-06-15	IS : 1554 (भाग 1)— 1976	53. 03233 27	81-05-16	82-05-15	IS : 6595— 1972		
31. 01452 28	81-06-16	82-06-15	IS : 2558— 1974	54. 03274 36	81-06-16	82-06-15	IS : 3930— 1979		
32. 01600 22	81-07-01	82-06-30	IS : 398 (भाग 1 और 2)—1976	55. 03275 37	81-06-16	82-06-15	IS : 4431— 1978		
33. 01604 26	81-06-16	82-06-15	IS : 10 (भाग 4)— 1976	56. 03276 38	81-06-16	82-06-15	IS : 5517— 1978		
34. 01658 40	81-06-16	82-06-15	IS : 398 (भाग 1 और 2)—1976	57. 03277 39	81-06-16	82-06-15	IS : 3195— 1975		
				58. 03278 40	81-06-16	82-06-15	IS : 3885 (भाग 1)— 1977 IS : 3885 (भाग 2)— 1969		

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
59. 03304 25	81-06-16	82-06-15	IS : 7283-1974	87. 03966 57	81-07-01	82-06-30	IS : 694-1977		
60. 03305 26	81-06-16	82-06-15	IS : 4432-1967	88. 04027 27	81-06-01	82-05-31	IS : 6914-1978		
61. 03312 25	81-05-01	82-04-30	IS : 10 (भाग 4)-1976	89. 04091 35	81-04-01	82-03-31	IS : 2567-1978		
62. 03381 38	81-04-16	82-04-15	IS : 10 (भाग 2)-1976	90. 04309 34	81-04-16	82-04-15	IS : 916-1975		
63. 03388 45	81-05-01	82-04-30	IS : 4100-1967	91. 04313 30	81-04-16	82-04-15	IS : 4497-1977		
64. 03389 46	81-05-01	82-04-30	IS : 4449-1976	92. 04314 31	81-04-16	82-04-15	IS : 398 (भाग 1 और 2)-1976		
65. 03391 40	81-05-01	82-04-30	IS : 3811-1976	93. 04347 40	81-05-01	82-04-30	IS : 325-1978		
66. 03407 31	81-06-16	82-06-15	IS : 6248-1971	94. 04348 41	81-05-01	82-04-30	IS : 1938-1974		
67. 03417 33	81-06-01	82-05-31	IS : 4323-1980	95. 04355 40	81-05-01	82-04-30	IS : 1239 (भाग 1)-1979		
68. 03421 29	81-07-01	82-06-30	IS : 834-1975	96. 04360 37	81-05-16	82-05-15	IS : 325-1978		
69. 03463 39	81-07-01	82-06-30	IS : 1786-1979	97. 04376 45	81-06-01	82-05-31	IS : 2568-1978		
70. 03464 40	81-07-01	82-06-30	IS : 226-1975	98. 04392 45	81-06-01	82-05-31	IS : 5346-1975		
71. 03526 37	81-06-01	82-05-31	IS : 633-1975	99. 04395 48	81-06-01	82-05-31	IS : 564-1975		
72. 03641 39	81-07-01	82-06-31	IS : 10 (भाग 4)-1976	100. 04397 50	81-05-01	82-04-30	IS : 1422-1977		
73. 03685 51	81-07-16	82-07-15	IS : 6595-1972 और IS : 7538-1975	101. 04407 35	81-06-01	82-05-31	IS : 398 (भाग 1 और 2)-1976		
74. 03730 39	81-03-01	82-02-28	IS : 398 (भाग 1 और 2)-1976	102. 04415 35	81-06-16	82-06-15	IS : 7122-1973		
74(a) 03754 47	81-06-01	82-05-31	IS : 694-1974	103. 04429 41	81-06-16	82-06-15	IS : 10 (भाग 4)-1976		
75. 03755 48	81-06-01	82-05-31	IS : 1695-1974	104. 04436 40	81-06-01	82-05-31	IS : 2397-1972		
76. 03756 49	81-06-01	82-05-31	IS : 1696-1974	105. 04437 41	81-06-16	82-06-15	IS : 325-1978		
77. 03757 50	81-06-01	82-05-31	IS : 1697-1974	106. 04460 40	81-07-01	82-06-30	IS : 325-1978		
78. 03758 51	81-06-01	82-05-31	IS : 1698-1974	107. 04475 47	81-06-16	82-06-15	IS : 398 (भाग 1 और 2)-1976		
79. 03759 52	81-06-01	82-05-31	IS : 2558-1974	108. 04477 49	81-04-16	82-04-15	IS : 325-1978		
80. 03760 45	81-06-01	82-05-31	IS : 2923-1974	109. 04726 47	81-06-16	82-06-15	IS : 774-1971		
81. 03761 46	81-06-01	82-05-31	IS : 2924-1974	110. 04765 54	81-06-01	82-05-31	IS : 565-1975		
82. 03794 55	81-04-01	82-03-31	IS : 561-1978	111. 04776 57	81-06-01	82-05-31	IS : 6595-1972		
83. 03805 41	81-06-01	82-05-31	IS : 398(भाग 1 और 2)-1976	112. 04915 50	81-06-01	82-05-31	IS : 427-1965 और IS : 428-1969		
84. 03849 53	81-06-16	82-06-15	IS : 325-1978	113. 04951 54	81-06-01	82-05-31	IS : 419-1967		
85. 03853 49	81-06-16	82-06-15	IS : 226-1975	114. 05039 35	81-06-16	82-06-15	IS : 633-1975		
86. 03854 50	81-06-16	82-06-15	IS : 1977-1975	115. 05041 29	81-03-01	82-02-28	IS : 780-1969		
				116. 05091 39	81-06-01	82-05-31	IS : 897-1966		
				117. 05093 41	81-06-16	82-06-15	IS : 561-1978		
				118. 05094 42	81-06-16	82-06-15	IS : 2567-1978		
				119. 05120 27	81-07-01	82-06-30	IS : 398 (भाग 1 और 2)-1976		

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
120.	05138 37	81-06-01	82-05-31	IS : 8052 1976	149.	05347 44	81-06-16	82-06-15	IS : 5281 1969
121.	05159 42	81-05-16	82-05-15	IS : 3903 1975	150.	05351 40	81-06-01	82-05-31	IS : 1977 - 1975
122.	05171 38	81-04-16	82-04-15	IS : 3976 1976	151.	05529 48	81-07-01	82-05-30	IS : 694-1977
123.	05172 39	81-05-16	82-05-15	IS : 2148- 1968	152.	05768 61	81-06-01	82-05-31	IS : 171-1973
124.	05176 43	81-05-16	82-05-15	IS : 7538 1975	153.	05893 65	81-06-16	82-06-15	IS : 3903 1975
125.	05178 45	81-05-16	82-05-15	IS : 325-1978	154.	05909 56	81-03-01	82-02-28	IS : 8057- 1976
126.	05193 44	81-05-16	82-05-15	IS : 1486- 1978	155.	05966 65	81-06-01	82-05-31	IS : 694-1977
127.	05194 45	81-05-15	82-05-15	IS : 780-1969	156.	06043 35	81-07-01	82-06-30	IS : 810-1974
128.	05207 33	81-05-16	82-05-15	IS : 7371 1977	157.	06057 41	81-06-01	82-05-31	IS : 565-1975
129.	05214 32	81-06-01	82-05-31	IS : 4323- 1980	158.	06059 43	81-06-01	82-05-31	IS : 133 1975
130.	05227 37	81-05-16	82-05-15	IS : 325-1978	159.	06088 48	81-05-16	82-05-15	IS : 2567-1978
131.	05228 38	81-06-01	82-05-31	IS : 10 (भाग 2)- 1976	160.	06091 43	81-05-01	82-04-30	IS : 5430- 1969
132.	05229 39	81-06-01	82-05-31	IS : 6914- 1978	161.	06103 30	81-05-16	82-05-15	IS : 398 (भाग 1 श्री. 2)-1976
133.	05230 32	81-06-01	82-05-31	IS : 6915- 1978	162.	06117 36	81-05-01	82-04-30	IS : 6 (2)- 1972
134.	05240 34	81-06-01	82-05-31	IS : 1239 (भाग 2) 1969	163.	06118 37	81-06-01	82-05-31	IS : 10 (भाग 4) 1976
135.	05244 38	81-06-01	82-05-31	IS : 7371- 1977	164.	06121 32	81-06-01	82-05-31	IS : 2645- 1975
136.	05251 37	81-06-01	82-05-31	IS : 7538- 1975	165.	06124 35	81-06-01	82-05-31	IS : 2580 1965
137.	05264 42	81-06-01	82-05-31	IS : 1786 1979	166.	06137 40	81-06-01	82-05-31	IS : 1601- 1960
138.	05266 44	81-06-01	82-05-31	IS : 1786- 1966	167.	06142 37	81-06-01	82-05-31	IS : 1786- 1979
139.	05270 40	81-06-01	82-05-31	IS : 7406 1974	168.	06144 39	81-06-01	82-05-31	IS : 7538- 1975
140.	05273 43	81-06-01	82-05-31	IS : 7371- 1977	169.	06145 40	81-06-01	82-06-15	IS : 565-1975
141.	05284 46	81-06-01	82-05-31	IS : 398 (भाग 1 श्री. 2)-1976	170.	06148 43	81-06-16	82-06-15	IS : 5430 1969
142.	05287 49	81-06-16	82-06-15	IS : 5950- 1979	171.	06150 37	81-06-16	82-06-15	IS : 4964 (भाग 2)-1975
143.	05290 44	81-06-16	82-06-15	IS : 6914- 1978	172.	06166 45	81-06-01	82-05-31	IS : 398 (भाग 1 श्री. 2)-1976
144.	05291 45	81-06-16	82-06-15	IS : 6915- 1978	173.	06175 46	81-06-01	82-05-31	IS : 2509- 1973
145.	05292 46	81-06-16	82-06-15	IS : 7538 1975	174.	06177 48	81-06-16	82-06-15	IS : 565-1975
146.	05295 49	81-06-01	82-05-31	IS : 226-1975	175.	06178 49	81-06-16	82-06-15	IS : 562-1978
147.	05303 32	81-06-16	82-06-15	IS : 562-1978	176.	06180 43	81-06-16	82-06-15	IS : 565-1975
148.	05304 33	81-06-16	82-06-15	IS : 1551 1976	177.	06202 32	81-08-01	82-07-31	IS : 7121- 1973
					178.	06206 36	81-07-01	82-06-30	IS : 3062 - 1974
					179.	06216 38	81-07-01	82-06-30	IS : 633-1975
					180.	06217 39	81-07-01	82-06-30	IS : 2567 - 1978
					181.	06222 36	81-07-01	82-06-30	IS : 562-1978
					182.	06225 39	81-07-01	82-06-30	IS : 633-1975

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
183.	06263 45	81-07-01	82-06-30	IS : 1115-1973	212.	07149 48	81-06-01	82-05-31	IS : 2865-1978
184.	06314 39	81-07-01	82-06-30	IS : 1970 (भाग 1) 1974	213.	07165 48	81-06-01	82-05-31	IS : 5277-1978
185.	06316 41	81-06-01	82-05-31	IS : 1554 (भाग 1)-1976	214.	07346 51	81-06-01	82-05-31	IS : 6406-1977
186.	06440 44	81-06-01	82-05-31	IS : 427-1965	215.	07361 50	81-06-16	82-06-15	IS : 4654-1974
187.	06625 52	81-01-01	82-12-31	IS : 2567 1978	216.	07639 61	81-04-01	82-03-31	IS : 561-1978
188.	06886 70	81-05-01	82-06-30	IS : 7417 (भाग 1)-1974	217.	07651 57	81-04-01	82-03-31	IS : 7085-1973
189.	06896 72	81-04-01	82-03-31	IS : 1789 1961	218.	07673 63	81-04-01	82-04-15	IS : 2834-1964
190.	06922 57	81-04-16	82-04-15	IS : 1554 (भाग 1)-1976	219.	07682 64	81-04-16	82-04-15	IS : 7538-1975
191.	06939 66	81-07-01	82-06-30	IS : 1161-1979	220.	07683 65	81-04-16	82-04-15	IS : 1786-1966
192.	06954 65	81-04-16	82-04-15	IS : 780-1969	221.	07706 55	81-05-01	82-04-30	IS : 4989-1974
193.	05957 68	81-04-16	82-04-15	IS : 3224-1971	222.	07717 58	81-05-01	82-04-30	IS : 6914-1978
194.	06998 77	81-05-16	82-05-15	IS : 933-1976	223.	07736 61	81-05-01	82-04-30	IS : 565-1975
195.	07003 31	81-05-16	82-05-15	IS : 4323-1980	224.	07738 63	81-05-16	82-05-15	IS : 226-1975
196.	07005 33	81-05-16	82-05-15	IS : 3903-1975	225.	07741 58	81-04-16	82-04-15	IS : 4654-1974
197.	07006 34	81-05-16	82-05-15	IS : 10- (भाग 2)-1976	226.	07749 66	81-05-16	82-05-15	IS : 778-1971
198.	07011 31	81-06-01	82-05-31	IS : 5279-1969	227.	07753 62	81-05-16	82-05-15	IS : 3984-1967 और IS : 3966-1967
199.	07017 37	81-06-01	82-05-31	IS : 4989-1974	228.	07757 66	81-06-01	82-05-31	IS : 2834-1964
200.	07019 39	81-06-01	82-05-31	IS : 1011-1968	229.	07763 64	81-07-01	82-06-30	IS : 4654-1974
201.	07021 33	81-06-01	82-05-31	IS : 2202- (भाग 1) 1973 IS : 2191- (भाग 1) 1973	230.	07764 65	81-06-01	82-05-31	S : 4954 (भाग 2)-1975
202.	07024 36	81-06-01	82-05-31	IS : 10(भाग 2) 1976	231.	07768 69	81-06-01	82-05-31	IS : 3984-1967
203.	07028 40	81-06-16	82-06-15	IS : 2865 1978	232.	07771 64	81-06-01	82-05-31	IS : 1726(भाग 1 से 7)-1974
204.	07029 41	81-06-16	82-06-15	IS : 2861-1980	233.	07775 68	81-06-01	82-05-31	IS : 565-1975
205.	07039 43	81-06-16	82-06-15	IS : 203-1972	234.	07778 71	81-06-01	82-05-31	IS : 1161-1979
206.	07050 38	81-06-16	82-06-15	IS : 5996 1979	235.	07779 72	81-06-01	82-05-31	IS : 1239 (भाग-1)-1979
207.	07058 46	81-07-01	82-06-30	IS : 1786-1966	236.	07780 65	81-06-16	82-06-15	IS : 4985-1981
208.	07068 48	81-07-01	82-06-30	IS : 3084-1975	237.	07781 66	81-06-16	82-06-15	IS : 3575 1977
209.	07079 51	81-07-01	82-06-30	IS : 2645-1975	238.	07783 68	81-06-01	82-05-31	IS : 1161-1979
210.	07106 37	81-07-16	82-07-15	IS : 633-1975	239.	07784 69	81-06-01	82-05-31	IS : 4654-1974
211.	07147 46	81-06-01	82-05-31	IS : 5281-1969					

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
240. 07785 70	81-06-01	82-05-31	IS : 1239 (भाग-1)-1979	269. 08691 69	81-06-01	82-10-15	IS : 133-1975		
241. 07788 73	81-06-16	82-06-15	IS : 4654- 1974	270. 08708 61	81-06-16	82-06-15	IS : 1554 (भाग 1)-1976		
242. 07789 74	81-06-16	82-06-15	IS : 6595- 1972	271. 08709 62	81-06-01	82-05-31	IS : 1239 (भाग-1)-1979		
243. 07790 67	81-06-16	82-06-15	IS : 10 (भाग-4)-1976	272. 08715 60	81-06-16	82-06-15	IS : 10(भाग-0) -1976		
244. 07791 6	81-06-16	92-06-15	IS : 3984- 1967	273. 08716 61	81-06-16	82-06-15	IS : 10(भाग-2) -1976		
245. 07800 52	81-06-16	82-06-15	IS : 4654- 1974	274. 08719 64	81-06-16	82-06-15	IS : 694-1977		
246. 07809 61	81-07-01	82-06-30	IS : 3984- 1967	275. 08720 57	81-06-16	82-06-15	IS : 604-1977		
247. 07810 54	81-07-01	92-06-30	IS : 1507- 1977	276. 08728 65	81-06-16	82-06-15	IS : 814 (भाग 1 और 2)-1974		
248. 07816 60	81-07-01	82-06-30	IS : 1978- 1971	277. 08729 66	81-06-16	82-06-15	IS : 1507- 1977		
249. 07819 63	81-07-01	82-06-30	IS : 633-1975	278. 08733 62	81-06-16	82-06-15	IS : 1943- 1964		
250. 07939 70	81-06-16	82-06-15	I : 1221- 1971	279. 08734 63	81-06-16	82-06-15	IS : 2492- 1977		
251. 07940 63	81-06-16	82-06-15	IS : 220-1971	280. 08736 65	81-06-16	82-06-15	IS : 4654- 1974		
252. 08104 39	80-11-16	82-11-15	IS : 695-1975	281. 08746 67	81-06-16	28-06-15	IS : 8391- 1977		
253. 08584 67	81-04-16	82-04-15	IS : 1943- 1964	282. 08750 63	81-07-01	82-06-30	IS : 694-1977		
254. 08619 61	81-04-16	82-04-15	IS : 3984- 1967	283. 08751 64	81-07-01	82-06-30	IS : 1554 (भाग) 1-1976		
255. 08629 63	81-04-16	82-04-15	IS : 1943- 1964	284. 08754 67	81-06-16	82-06-15	IS : 1239 (भाग) 1-1979		
256. 08643 61	81-05-01	82-04-30	IS : 6750- 1972	285. 08755 68	81-05-01	82-04-30	IS : 1943- 1964		
257. 08649 67	81-05-01	82-04-30	IS : 1977- 1975	286. 08764 69	81-07-01	82-06-30	IS : 274 (भाग) 1-1067		
258. 08650 60	81-05-01	22-04-30	IS : 2924- 1974	287. 08767 72	81-07-01	82-06-30	IS : 2653- 1980		
259. 08651 61	81-05-01	82-04-30	IS : 1694- 1974	288. 08769 74	81-06-01	82-05-31	IS : 1943- 1964		
260. 08652 62	81-05-01	82-04-30	IS : 1695- 1974	289. 08789 78	81-06-01	82-05-31	IS : 3794- 1966 IS : 3668- 1966		
261. 08653 73	81-05-01	82-04-30	IS : 2923- 1974	290. 08790 71	81-06-01	82-05-31	IS : 2874- 1964 और IS : 3751- 1966		
262. 08660 62	81-05-01	82-04-30	IS : 1786- 1979	291. 08791 72	81-06-01	82-05-31	IS : 1943- 1964		
263. 08662 64	81-05-01	82-04-30	IS : 7121- 1973	292. 08792 73	81-06-01	82-05-31	IS : 2875- 1964		
264. 08664 66	81-05-01	82-04-30	IS : 2089- 1977	293. 08870 70	81-08-01	82-07-31	IS : 1239 (भाग) 1-1979		
265. 08674 68	81-05-16	82-05-15	IS : 5279- 1969						
266. 08681 67	81-05-16	82-05-15	IS : 2567- 1978						
267. 08684 70	81-05-16	82-05-15	IS : 4250- 1967						
268. 08690 68	81-06-01	82-05-31	IS : 3537- 1966						

[सं० सी एम डी/13 : 12]

MINISTRY OF CIVIL SUPPLIES
INDIAN STANDARDS INSTITUTION

New Delhi, the 1981-12-29

S. O. 185:—In pursuance of sub-regulation (1) of Regulation 8 of the Indian Standards Institution (Certification Marks) Regulations 1955, as amended from time to time, the Indian Standards Institution, hereby, notifies that 294 licences, particulars of which are given in the following Schedule, have been renewed during the month of June 1981;

SCHEDULE

Sl. No.	CM/L No.	Valid From	Valid To	Indian Standard Specification No.
(1)	(2)	(3)	(4)	(5)
1.	00009 09	81-06-16	82-06-15	IS : 1660 (Part I) —1967 IS : 1660 (Part II) —1972 IS : 1660 (Part III) —1972 IS : 1660 (Part IV) 1977
2.	00010 02	81-06-16	82-06-15	IS : 1660 (Part I) —1967 IS : 1660 (Part II & III) —1972 IS : 1660 (Part IV) —1977
3.	00030 06	81-07-01	82-06-30	IS : 269—1976
4.	00059 19	81-02-01	82-01-31	IS : 10 (Part II) —1976
5.	00086 22	81-06-01	82-05-31	IS : 10 (Part II) 1976
6.	00162 17	81-06-01	82-05-31	IS : 291—1977
7.	00163 18	81-06-01	82-05-31	IS : 288—1960
8.	00185 24	81-06-01	82-05-31	IS : 1322—1977
9.	00296 30	81-05-16	82-05-15	IS : 573—1973
10.	00514 21	81-06-01	82-05-31	IS : 5101—1969
11.	00681 35	81-07-01	82-06-30	IS : 226—1975
12.	00682 36	81-07-01	82-06-30	IS : 1977—1975
13.	00685 39	81-06-01	82-05-31	IS : 226—1975
14.	00686 40	81-06-01	82-05-31	IS : 1977—1975
15.	00837 37	81-05-16	82-05-15	IS : 264—1976
16.	00847 39	81-06-01	82-05-31	IS : 2566—1965
17.	00858 42	81-06-01	82-05-31	IS : 2818—1971
18.	00859 43	81-06-01	82-05-31	IS : 2566—1965
19.	00926 37	81-06-01	82-05-31	IS : 2566—1965
20.	01013 09	81-06-16	82-06-15	IS : 774—1974
21.	01045 17	81-05-16	82-05-15	IS : 265—1976
22.	01057 21	81-05-16	82-05-15	IS : 266—1977
23.	01114 13	81-06-16	82-06-15	IS : 1221—1971
24.	01252 22	81-05-01	82-05-31	IS : 226—1975
25.	01261 23	81-06-01	82-05-31	IS : 814 (Part I & II) —1974
26.	01269 31	81-06-01	82-05-31	IS : 2548—1967
27.	01292 30	81-06-16	82-06-15	IS : 220—1972
28.	01335 24	81-06-01	82-05-31	IS : 2121—1962 & IS : 2486—1971
29.	01371 28	81-06-16	82-06-15	IS : 2553—1971
30.	01378 35	81-06-16	82-06-15	IS : 1554 (Part I) 1—1976
31.	01452 28	81-06-16	82-06-15	IS : 2558—1974
32.	01600 22	81-07-01	82-06-30	IS : 398 (Part I & II) —1976
33.	01604 26	81-06-16	82-06-15	IS : 10 (Part IV) —1976
34.	01658 40	81-06-16	82-06-15	IS : 398 (Part I & II) —1976
35.	01713 30	81-07-01	82-06-30	IS : 1239 (Part I) —1979
36.	01848 44	81-06-01	82-05-31	IS : 398 (Part I & II) —1976
37.	01862 42	81-06-01	82-05-31	IS : 10 (Part II) —1976
38.	02003 11	81-02-01	82-01-31	IS : 1029—1970
39.	02040 16	81-07-01	82-06-30	IS : 4323—1980
40.	02068 28	81-06-01	82-06-30	IS : 269—1976
41.	02171 26	81-06-16	82-06-15	IS : 10 (Part IV) —1976
42.	02181 28	81-07-01	82-06-30	IS : 10 (Part IV) —1976
43.	02207 21	81-07-01	82-06-30	IS : 1786—1966
44.	02240 22	81-06-16	82-06-15	IS : 10 (Part III) —1974
45.	02326 27	81-05-16	82-05-16	IS : 10 (Part II) —1976
46.	02327 28	81-05-16	82-05-15	IS : 10 (Part II) —1976
47.	02410 22	81-06-10	82-05-31	IS : 2567—1978
48.	02464 36	81-06-01	82-05-31	IS : 7452—1974
49.	02649 43	81-04-01	82-03-31	IS : 4323—1980
50.	02687 49	81-06-01	82-05-31	IS : 1067—1968
51.	02978 57	81-06-16	82-06-15	IS : 562—1978
52.	03066 30	81-06-01	82-05-31	IS : 3625—1971
53.	03233 27	81-05-16	82-05-15	IS : 6595—1972
54.	03274 36	81-06-16	82-06-15	IS : 3930—1979
55.	03275 37	81-06-16	82-06-15	IS : 4431—1978
56.	03276 38	81-06-16	82-06-15	IS : 5517—1978
57.	03277 39	81-06-16	82-06-15	IS : 3195—1975
58.	03278 40	81-06-16	82-06-15	IS : 3885 (Part I) —1977 IS : 3885 (Part II) —1969
59.	03304 25	81-06-16	82-06-15	IS : 7283—1974
60.	03305 26	81-06-16	82-06-15	IS : 4432—1967
61.	03312 25	81-05-01	82-04-30	IS : 10 (Part IV) —1976
62.	03381 38	81-04-16	82-04-15	IS : 10 (Part II) —1976
63.	03388 45	81-05-01	82-04-30	IS : 4100—1967
64.	03389 46	81-05-01	82-04-30	IS : 4449—1976
65.	03391 40	81-05-01	82-04-30	IS : 3811—1976
66.	03407 31	81-05-16	82-06-15	IS : 6248—1971
67.	03417 33	81-06-01	82-05-31	IS : 4323—1980
68.	03421 29	81-07-01	82-06-30	IS : 834—1975
69.	03463 39	81-07-01	82-06-30	IS : 1786—1979
70.	03464 40	81-07-01	82-06-30	IS : 226—1975
71.	03526 37	81-05-01	82-05-31	IS : 633—1975
72.	03641 39	81-07-01	82-06-31	IS : 10 (Part IV) —1976
73.	03685 51	81-07-16	82-07-15	IS : 6595—1972 & IS : 7538—1975
74.	03730 39	81-03-01	82-02-28	IS : 398 (Part I & II) —1976
74(a).	03754 47	81-06-01	82-05-31	IS : 694—1974
75.	03755 48	81-06-01	82-05-31	IS : 1695—1974

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(6)
76.	03756 49	81-06-01	82-05-31	IS : 1696—1974	132.	05229 39	81-06-01	82-05-31	IS : 6914—1978
77.	03757 50	81-06-01	82-05-31	IS : 1697—1974	133.	05230 32	81-06-01	82-05-31	IS : 6915—1978
78.	03758 51	81-06-01	82-05-31	IS : 1698—1974	134.	05240 34	81-06-01	82-05-31	IS : 1239 (Part II)— —1969
79.	03759 52	81-06-01	82-05-31	IS : 2558—1974	135.	05244 38	81-06-01	82-05-31	IS : 7371—1977
80.	03760 45	81-06-01	82-05-31	IS : 2923—1974	136.	05251 37	81-06-01	82-05-31	IS : 7538—1975
81.	03761 46	81-06-01	82-05-31	IS : 2924—1974	137.	05264 42	81-06-01	82-05-31	IS : 1786—1979
82.	03794 55	81-04-01	82-03-31	IS : 561—1978	138.	05266 44	81-06-01	82-05-31	IS : 1786—1966
83.	03805 41	81-06-01	82-05-31	IS : 398 (Part I & II) —1976	139.	05270 40	81-06-01	82-05-31	IS : 7406—1974
84.	03849 53	81-06-16	82-06-15	IS : 325—1978	140.	05273 43	81-06-01	82-05-31	IS : 7371—1977
85.	03853 49	81-06-16	82-06-15	IS : 226—1975	141.	05284 46	81-06-01	82-05-31	IS : 398 (Part I & II)— —1976
86.	03854 50	81-06-16	82-06-15	IS : 1977—1975	142.	05287 49	81-06-16	82-06-15	IS : 5950—1979
87.	03966 57	81-07-01	82-06-30	IS : 694—1977	143.	05290 44	81-06-16	82-06-15	IS : 6914—1978
88.	04027 27	81-06-01	82-05-31	IS : 6914—1978	144.	05291 45	81-06-16	82-06-15	IS : 6915—1978
89.	04091 35	81-04-01	82-03-31	IS : 2567—1978	145.	05292 46	81-06-16	82-06-15	IS : 7538—1975
90.	04309 34	81-04-16	82-04-15	IS : 916—1975	146.	05295 49	81-06-01	82-05-31	IS : 226—1975
91.	04313 30	81-04-16	82-04-15	IS : 4497—1977	147.	05303 32	81-06-16	82-06-15	IS : 562—1978
92.	04314 31	81-04-16	82-04-15	IS : 398 (Part I & II) —1976	148.	05304 33	81-06-16	82-06-15	IS : 1551—1976
93.	04347 40	81-05-01	82-04-30	IS : 325—1978	149.	05347 44	81-06-16	82-06-15	IS : 5281—1969
94.	04348 41	81-05-01	82-04-30	IS : 1938—1974	150.	05351 40	81-06-01	82-05-31	IS : 1977—1975
95.	04355 40	81-05-01	82-04-30	IS : 1239 (Part I) 1979	151.	05529 48	81-07-01	82-06-30	IS : 694—1977
96.	04360 37	81-05-16	82-05-15	IS : 325—1978	152.	05768 61	81-06-01	82-05-31	IS : 171—1973
97.	04376 45	81-06-01	82-05-31	IS : 2568—1978	153.	05893 65	81-06-16	82-06-15	IS : 3903—1975
98.	04392 45	81-06-01	82-05-31	IS : 5346—1975	154.	05909 56	81-03-01	82-02-28	IS : 8057—1976
99.	04395 48	81-06-01	82-05-31	IS : 564—1975	155.	05966 65	81-06-01	82-05-31	IS : 694—1977
100.	04397 50	81-05-01	82-04-30	IS : 1422—1977	156.	06043 35	81-07-01	82-06-30	IS : 810—1974
101.	04407 35	81-06-01	82-05-31	IS : 398 (Part I & II) —1976	157.	06057 41	81-06-01	82-05-31	IS : 565—1975
102.	04415 35	81-06-16	82-06-15	IS : 7122—1973	158.	06059 43	81-06-01	82-05-31	IS : 133—1975
103.	04429 41	81-06-16	82-06-15	IS : 10 (Part IV) —1976	159.	06088 48	81-05-16	82-05-15	IS : 2567—1978
104.	04436 40	81-06-01	82-05-31	IS : 2397—1972	160.	06091 43	81-05-01	82-04-30	IS : 5430—1969
105.	04437 41	81-06-16	82-06-15	IS : 325—1978	161.	06103 30	81-05-16	82-05-15	IS : 398 (Part I & II) —1975
106.	04460 40	81-07-01	82-06-30	IS : 325—1978	162.	06117 36	81-05-01	82-04-30	IS : 6429—1972
107.	04475 47	81-06-15	82-06-15	IS : 398 (Part I & II) —1976	163.	06118 37	81-06-01	82-05-31	IS : 10 (Part IV) 1976
108.	04477 49	81-04-16	82-04-15	IS : 325—1978	164.	06121 32	81-06-01	82-05-31	IS : 2645—1975
109.	04726 47	81-06-16	82-06-15	IS : 774—1971	165.	06124 35	81-06-01	82-05-31	IS : 2580—1965
110.	04765 54	81-06-01	82-05-31	IS : 565—1975	166.	06137 40	81-06-01	82-05-31	IS : 1610—1960
111.	04776 57	81-06-01	82-05-31	IS : 6595—1972	167.	06142 37	81-06-01	82-05-31	IS : 1786—1979
112.	04915 50	81-06-01	82-05-31	IS : 427—1965 & IS : 428—1969	168.	06144 39	81-06-01	82-05-31	IS : 7538—1975
113.	04951 54	81-06-01	82-05-31	IS : 419—1967	169.	06145 40	81-06-01	82-06-15	IS : 565—1975
114.	05039 35	81-06-16	82-06-15	IS : 633—1975	170.	06148 43	81-06-16	82-06-15	IS : 5430—1969
115.	05041 29	81-03-01	82-02-28	IS : 780—1969	171.	06150 37	81-06-16	82-06-15	IS : 4964 (Part II)— —1975
116.	05091 39	81-06-01	82-05-31	IS : 897—1966	172.	06166 45	81-06-01	82-05-31	IS : 398 (Part I & II)— —1976
117.	05093 41	81-06-16	82-06-15	IS : 561—1978	173.	06175 46	81-06-01	82-05-31	IS : 2509—1973
118.	05094 42	81-06-16	82-06-15	IS : 2567—1978	174.	06177 48	81-06-16	82-06-15	IS : 565—1975
119.	05120 27	81-07-01	82-06-30	IS : 398 (Part I & II) —1976	175.	06178 49	81-06-16	82-06-15	IS : 562—1978
120.	05138 37	81-06-01	82-05-31	IS : 8052—1976	176.	06180 43	81-06-16	82-06-15	IS : 565—1975
121.	05159 42	81-05-16	82-05-15	IS : 3903—1975	177.	06202 32	81-08-01	82-07-31	IS : 7121—1973
122.	05171 38	81-04-16	82-04-15	IS : 3976—1976	178.	06206 36	81-07-01	82-06-30	IS : 3062—1974
123.	05172 39	81-05-16	82-05-15	IS : 2148—1968	179.	06216 38	81-07-01	82-06-30	IS : 633—1975
124.	05176 43	81-05-16	82-05-15	IS : 7538—1975	180.	06217 39	81-07-01	82-06-30	IS : 2567—1978
125.	05178 45	81-05-16	82-05-15	IS : 325—1978	181.	06222 36	81-07-01	82-06-30	IS : 562—1978
126.	05193 44	81-05-16	82-05-15	IS : 1486—1978	182.	06225 39	81-07-01	82-06-30	IS : 633—1975
127.	05194 45	81-05-15	82-05-15	IS : 780—1969	183.	06263 45	81-07-01	82-06-30	IS : 1115—1973
128.	05207 33	81-05-16	82-05-15	IS : 7371—1977	184.	06314 39	81-07-01	82-06-30	IS : 1970 (Part I)— 1974
129.	05214 32	81-06-01	82-05-31	IS : 4323—1980	185.	06316 41	81-06-01	81-05-31	IS : 1554 (Part I)— —1976
130.	05227 37	81-05-16	82-05-15	IS : 325—1978	186.	06440 44	81-06-01	81-05-31	IS : 427—1965
131.	05228 38	81-06-01	82-05-31	IS : 10 (Part II)— —1976	187.	06626 52	81-01-01	82-12-31	IS : 2567—1978
					188.	06886 70	81-06-01	82-06-30	IS : 7417 (Part I)— —1974

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
189.	06896 72	81-04-01	82-03-31	IS : 1789—1961	213.	07790 67	81-06-16	82-06-15	IS : 10 (Part IV) — 1976
190.	06922 57	81-04-16	82-04-15	IS : 1554 (Part I) — 1976	244.	07791 68	81-06-16	82-06-15	IS : 3984—1967
191.	06939 66	81-07-01	82-06-30	IS : 1161—1979	245.	07800 52	81-06-16	82-06-15	IS : 4654—1974
192.	06954 65	81-04-16	82-04-15	IS : 780—1969	246.	07809 61	81-07-01	82-06-30	IS : 3984—1967
193.	06957 68	81-04-16	82-04-15	IS : 3224—1971	247.	07810 54	81-07-01	82-06-30	S : 1507—1977
194.	06998 77	81-05-16	82-05-15	IS : 933—1976	248.	07816 60	81-07-01	82-06-30	IS : 1978—1971
195.	07003 31	81-05-16	82-05-15	IS : 4323—1980	249.	07819 63	81-07-01	82-06-30	IS : 633—1975
196.	07005 33	81-05-16	82-05-15	IS : 3903—1975	250.	07939 70	81-06-16	82-06-15	IS : 1221—1971
197.	07005 34	81-05-16	82-05-15	IS : 10 (Part II) — 1976	251.	07940 63	81-06-16	82-06-15	IS : 220—1971
198.	07011 31	81-06-01	82-05-31	IS : 5279—1969	252.	08104 39	80-11-16	81-11-15	IS : 695—1975
199.	07017 37	81-06-01	82-05-31	IS : 4989—1974	253.	08584 67	81-04-16	82-04-15	IS : 1943—1964
200.	07019 39	81-06-01	82-05-31	IS : 1011—1968	254.	08619 61	81-04-16	82-04-15	IS : 3984—1967
201.	07021 33	81-06-01	82-05-31	IS : 2202 (Part I) — 1973	255.	08629 63	81-04-16	82-04-15	IS : 1943—1964
				IS : 2191 (Part I) — 1973	256.	08643 61	81-05-01	82-04-30	IS : 6750—1972
202.	07024 36	81-06-01	82-05-31	IS : 10 (Part II) — 1976	257.	08649 67	81-05-01	82-04-30	IS : 1977—1975
203.	07028 40	81-06-16	82-06-15	IS : 2865—1978	258.	08650 60	81-05-01	82-04-30	IS : 2924—1974
204.	07029 41	81-06-16	82-06-15	IS : 2861—1980	259.	08651 61	81-05-01	82-04-30	IS : 1694—1974
205.	07039 43	81-06-16	82-06-15	IS : 203—1972	260.	08652 62	81-05-01	82-04-30	IS : 1695—1974
206.	07050 38	81-06-16	82-06-15	IS : 5996—1979	261.	08653 63	81-05-01	82-04-30	IS : 2923—1974
207.	07058 46	81-07-01	82-06-30	IS : 1786—1966	262.	08660 62	81-05-01	82-04-30	IS : 1786—1979
208.	07068 48	81-07-01	82-06-30	IS : 3084—1975	263.	08662 64	81-05-01	82-04-30	IS : 7121—1973
209.	07079 51	81-07-01	82-06-30	IS : 2645—1975	264.	08664 66	81-05-01	82-04-30	IS : 2089—1977
210.	07106 37	81-07-16	82-07-15	IS : 633—1975	265.	08674 68	81-05-06	82-05-15	IS : 5279—1969
211.	07147 46	81-06-01	82-05-31	IS : 5281—1969	266.	08681 67	81-05-06	82-05-15	IS : 2567—1978
212.	07149 48	81-06-01	82-05-31	IS : 2865—1978	267.	08684 70	81-05-16	82-05-15	IS : 4250—1967
213.	07165 48	81-06-01	82-05-31	IS : 5277—1978	268.	08690 68	81-06-01	82-05-31	IS : 3537—1966
214.	07346 51	81-06-01	82-05-31	IS : 6406—1977	269.	08691 69	81-06-01	82-10-15	IS : 133—1975
215.	07361 50	81-06-16	82-06-15	IS : 4654—1974	270.	08708 61	81-05-16	82-06-15	IS : 1554 (Part I) — 1976
216.	07639 61	81-04-01	82-03-31	IS : 561—1978	271.	08709 62	81-06-01	82-05-31	IS : 1239 (Part I) — 1979
217.	07651 57	81-04-01	82-03-31	IS : 7085—1973	272.	08715 60	81-06-16	82-06-15	IS : 10 (Part IV) — 1976
218.	07673 63	81-04-01	82-04-15	IS : 2834—1964	273.	08716 61	81-06-16	82-06-15	IS : 10 (Part II) — 1976
219.	07682 64	81-04-16	82-04-15	IS : 7538—1975	274.	08719 64	81-06-16	82-06-15	IS : 694—1977
220.	07683 65	81-04-16	82-04-15	IS : 1786—1966	275.	08720 57	81-06-16	82-06-15	IS : 694—1977
221.	07706 55	81-05-01	82-04-30	IS : 4989—1974	276.	08728 65	81-06-16	82-06-15	IS : 814 (Part I & II) — 1974
222.	07717 58	81-05-01	82-04-30	IS : 6914—1978	277.	08729 66	81-06-16	82-06-15	IS : 1507—1977
223.	07736 61	81-05-01	82-04-30	IS : 565—1975	278.	08733 62	81-06-16	82-06-15	IS : 1943—1964
224.	07738 63	81-05-16	82-05-15	IS : 226—1975	279.	08734 63	81-06-16	82-06-15	IS : 2492—1976
225.	07741 58	81-04-16	82-04-15	IS : 4654—1974	280.	08736 65	81-06-16	82-06-15	IS : 4654—1974
226.	07749 66	81-05-16	82-05-15	IS : 778—1971	281.	08746 67	81-06-16	82-06-15	IS : 8391—1977
227.	07753 62	81-05-16	82-05-15	IS : 3984—1967 & IS : 3966—1967	282.	08750 63	81-07-01	82-06-30	IS : 694—1977
228.	07757 66	81-06-01	82-05-31	IS : 2834—1964	283.	08751 64	81-07-01	82-06-30	IS : 1554 (Part I) — 1976
229.	07763 64	81-07-01	82-06-30	IS : 4654—1974	284.	08754 67	81-06-16	82-06-15	IS : 1239 (Part I) — 1979
230.	07764 65	81-06-01	82-05-31	IS : 4964 (Part II) — 1975	285.	08755 68	81-05-01	82-04-30	IS : 1943—1964
231.	07768 69	81-06-01	82-05-31	IS : 3984—1967	286.	08764 69	81-07-01	82-06-30	IS : 274 (Part I) — 1966
232.	07771 64	81-06-01	82-05-31	IS : 1726 (Part I to VII) — 1974	287.	08767 72	81-07-01	82-06-30	IS : 2653—1980
233.	07775 68	81-06-01	82-05-31	IS : 565—1975	288.	08769 74	81-05-01	82-05-31	IS : 1943—1964
234.	07778 71	81-06-01	82-05-31	IS : 1161—1979	289.	08789 78	81-06-01	82-05-31	IS : 3794—1966 & IS : 3668—1966
235.	07779 72	81-06-01	82-05-31	IS : 1239 (Part I) — 1979	290.	08790 71	81-06-01	82-05-31	IS : 2874—1964 & IS : 3751—1966
236.	07780 65	81-06-16	82-06-15	IS : 4985—1981	291.	08791 72	81-06-01	82-05-31	IS : 1943—1964
237.	07781 66	81-06-16	82-06-15	IS : 3575—1977	292.	08792 73	81-06-01	82-05-31	IS : 2875—1964
238.	07783 68	81-06-01	82-05-31	IS : 1161—1979	293.	08870 70	81-08-01	82-07-31	IS : 1239 (Part I) — 1979
239.	07784 69	81-06-01	82-05-31	IS : 4654—1974					
240.	07785 70	81-06-01	82-05-31	IS : 1239 (Part I) — 1979					
241.	07788 73	81-06-16	82-06-15	IS : 4654—1974					
242.	07789 74	81-06-16	82-06-15	IS : 6595—1972					

[No. CMD/13 : 12]

A. P. Banerji, Addl. Director General

पेट्रोलियम, रसायन और उर्वरक मंत्रालय

(पेट्रोलियम विभाग)

नई दिल्ली, 31 दिसम्बर, 1981

क्र० अ० 186—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में कूप नं० 85 से एम० पी० एच० तक पेट्रोलियम के परिवहन के लिये पाईप लाईन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए।

और यत यह प्रतीत होता है कि ऐसी लाईनों को बिछाने के प्रयोजन के लिए एतद्पाबद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाठ्य लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्द्वारा घोषित किया है।

वर्तते कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाईप लाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी, तेल तथा प्राकृतिक गैस आयोग, निर्माण और देखभाल प्रभाग, मकरपुरा रोड, वडोदरा-9 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्टतः यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि व्यवसायी की मार्फत।

अनुसूची

कूप नं० 85 से एम० पी० एच० तक पाइप लाईन बिछाने के लिए राज्य : गुजरात जिला : भरुच तालुका : अंकलेश्वर

गांव	सर्वे नं०	हे०	एअर ई से०	
(1)	(2)	(3)	(4)	(5)
हजत	243	0	04	42
	260	0	13	65
	264	0	01	95
	265	0	14	17
	266	0	06	11

[सं० 12016-57-81 प्रो० I]

MINISTRY OF PETROLEUM, CHEMICALS AND FERTILIZER

(Department of Petroleum)

New Delhi, the 31st December, 1981

S.O. 186.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from Well No. 85 to MPH in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission;

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto :

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein ;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to

the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodara (390 009).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner

SCHEDULE**PIPELINE FROM WELL NO. 85 to MPH.**

State : Gujarat	District : Bharuch	Taluka : Ankleshwar
Village	Survey No.	Hec. Are Centiare
Hajat	243	0 04 42
	260	0 13 65
	264	0 01 95
	265	0 14 17
	266	0 05 11

[No. 12016-57-81-Prod. I]

क्र०अ० 187—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में अंकलेश्वर से वडोदरा तक पेट्रोलियम के परिवहन के लिये पाईप लाईन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी लाईनों को बिछाने के प्रयोजन के लिये एतद्पाबद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाठ्य लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्द्वारा घोषित किया है।

वर्तते कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाईप लाईन बिछाने के लिए आक्षेप सक्षम प्राधिकारी, तेल तथा प्राकृतिक गैस आयोग, निर्माण और देखभाल प्रभाग, मकरपुरा रोड, वडोदरा-9 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्टतः यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि व्यवसायी की मार्फत।

अनुसूची**अंकलेश्वर से वडोदरा**

राज्य -- गुजरात	जिला --- व तालुका	भरुच		
गांव	सर्वे नं०	हेक्टेयर	एअर ई सेक्टेयर	
भोलाव	25/8	0	00	68
	25/7	0	10	24
	22/P	0	14	70
	27	0	05	00
	81	0	06	33
	69/A	0	18	00

[सं० 12016-57-81-प्रो० II]

S.O. 187.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from ANKLESHWAR to VADODARA in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission ;

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto :

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein ;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodara (390 009.)

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

PIPELINE FROM ANKLESHWAR TO VADODARA

State : Gujarat

District & Taluka : Bharuch

Village	Survey No.	Hec.	Are	Centiare
Bholav	25/8	0	00	68
	25/7	0	10	24
	22/P	0	14	70
	27	0	05	00
	81	0	06	33
	69/A	0	18	00

[No 12016-57-81 Prod. II]

नई दिल्ली, 1 जनवरी, 1982

का० प्रा० 186—यतः पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम समायन और उर्वरक मंत्रालय (पेट्रोलियम विभाग) की अधिसूचना का० प्रा० सं० 1943 तारीख 27-6-81 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइप लाइनों को बिछाने के प्रयोजन के लिए अर्जित करने का अपना आशय घोषित कर दिया था।

और यतः समस्त प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे, यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइप लाइन बिछाने के प्रयोजन के लिए एतद् द्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में विहित होने के बजाय तेल और प्राकृतिक गैस आयोग सभी बाधाओं से मुक्त रूप में, घोषणा के प्रकाशन की इस तारीख को निहित होगा।

अनुसूची

हीडर एन० के० ए० यू० (104) से जी०जी० एम० उभरकडी-II

राज्य : गुजरात

जिला : अहमदाबाद

तालुका : बिरम ग्राम

गांव	सर्वे न०	हेक्टेयर ए० आर० ई०	सेन्टीयर
बालसासन	426	0	10 80
	394	0	03 60
काटं ट्रेक		0	00 60
	414/1	0	08 04
	413	0	09 12

[सं० 12016/23/81 प्रो० -I]

S.O. 188.—Whereas by a notification of the Government of India in the Ministry of Petroleum, Chemicals & Fertilizer (Department of Petroleum), S.O. No. 1943 dated 27-6-81 under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of Users in Land) Act, 1962 (50 of 1962), the Central Government declares its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline ;

And whereas the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted report to the Government ;

And further whereas the Central Government has after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification ;

Now, therefore, in exercise of the power conferred by sub-section (1) of the section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline ;

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of users in the said lands shall instead of vesting in the Central Government vest on this date of the publication of this declaration in the Oil & Natural Gas Commission free from encumbrances.

SCHEDULE

ACQUISITION FOR ROU FROM HEADER AT NKAU (104) TO GGS N. KADI-II

State : Gujarat

District : Ahmedabad Taluka : Vlrangam

Village	Survey No.	Hec.	Are	Centiare
Balsasan	426	0	10	80
	394	0	03	60
	Cart track	0	00	60
	414/1	0	08	04
	413	0	09	12

[No. 12016/23/81-Prod. II]

का० प्रा० 189—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोचहित में यह आवश्यक है कि गुजरात राज्य में कूप नं० 122 से 21 तक पेट्रोलियम के परिवहन के लिये पाइप लाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए।

और, यतः यह प्रतीत होता कि ऐसी लाइनों को बिछाने के प्रयोजन के लिये एतद्वारा अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः, अब पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है।

अतः कि उक्त भूमि में स्तिबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी, तेल तथा प्राकृतिक गैस आयोग, निर्माण और देखभाल प्रभाग, मकरपुरा रोड, बडोदरा-9 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्टः यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई शक्तिगत हो या किसी विधि व्यवसायी की मार्फत।

अनुसूची

कूप नं० 122 से 21 तक पाइप लाइन बिछाने के लिए।

राज्य : गुजरात	जिला : धरुच	तालुका : अंकलेश्वर			
गांव	ब्लॉक नं०	हेक्टेयर एघार ई	सेन्टीयर		
आदोल	329	0	01	82	
	333	0	19	50	
	334	0	02	34	

[सं० 12016/59/81-प्रो० I]

S.O. 189.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from Well No. 122 to 21 in Gujarat State, pipeline should be laid by the Oil & Natural Gas Commission;

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission Construction & Maintenance Division, Makarpura Road, Vadodara (390 009.)

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

PIPELINE FROM WELL No. 122 TO 21

State : Gujarat	District : Bharuch	Taluka : Ankleshwar			
Village	Block No.	Hectare	Are	Centiare	
Adol	329	0	01	82	
	333	0	19	50	
	334	0	02	34	

[No. 12016/59/81-Prod. I]

का० प्रा० 190.—यन केन्द्रीय सरकार को यह प्रतीत होता है कि लोक हित में यह आवश्यक है कि गुजरात राज्य में कूप नं० 83 से कूप नं० 2 तक पेट्रोलियम के परिवहन के लिये पाइप लाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए।

और यन यह प्रतीत होता है कि ऐसी जगहों को बिछाने के प्रयोजन के लिये एतद्वारा अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अन अथ पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (ii) द्वारा प्रयुक्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार ने उससे उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है।

बतर्त कि उक्त भूमि में हितवन्त कोई व्यक्ति, उस भूमि के लोके पाइप लाइन बिछाने के लिए आक्षेप सत्रम प्राधिकारी, तेल तथा प्राकृतिक गैस आयोग निर्माण और देखभाल प्रभाग, मकरपुरा रोड, बड़ोदरा-9 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्ट. यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि व्यवसायी की माफत।

अनुसूची

कूप नं० 83 से कूप नं० 2 तक पाइप लाइन बिछाने के लिए।

राज्य : गुजरात	जिला : धरुच	तालुका : अंकलेश्वर			
गांव	ब्लॉक नं०	हे० ए	अगर ई	से०	
सरथान	352	0	04	16	
	364	0	10	27	
	368	0	11	31	
	369	0	17	42	
	376	0	02	08	
	376	0	14	69	
	489	0	10	40	
	592	0	09	62	
	591	0	04	55	
	587	0	21	71	
	579	0	15	60	
	577	0	03	90	
	576 n	0	09	75	
	564	0	01	30	

[सं० 12016/59/81-प्रो० II]

S.O. 190.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from Well No. 83 to Booth No. 2 in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission;

And whereas, it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodara (390009).

And every person making such an objection shall also state specifically whether the wishes to be heard in person or by a legal practitioner.

SCHEDULE

PIPELINE FROM WELL NO. 83 TO BOOTH NO. 2.

State : Gujarat	District : Bharuch	Taluka : Ankleshwar			
Village	Block No.	Hectare	Are	Centiare	
Sarthan	352	0	04	16	
	364	0	10	27	
	368	0	11	31	
	369	0	17	42	
	376	0	02	08	
	376	0	14	69	
	489	0	10	40	
	592	0	09	62	
	591	0	04	55	
	587	0	21	71	
	579	0	15	60	
	577	0	03	90	
	576 A	0	09	75	
	564	0	01	30	

[No. 12016/59/81-Prod. II]

का० आ० 191.—यतः पेट्रोलियम और कनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम रसायन और उर्वरक मंत्रालय (पेट्रोलियम विभाग) की अधिसूचना का० आ० सं० 1667 दि० 6-6-81 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइप लाईनों को बिछाने के प्रयोजन के लिए अर्जित करने का अपना आशय घोषित कर दिया था,

और यतः सधम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है,

और अतः, यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का निश्चय किया है।

अब अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्द्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के प्रयोजन के लिए एतद्द्वारा अर्जित किया जाता है ;

और अतः उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्वेश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाय इन्डियन प्रायल कार्पोरेशन लिमिटेड में सभी बाधाओं से मुक्त रूप में प्राप्ति के प्रकाशन को इस तारीख को निहित होगा।

अनुसूची

तहसील : अम्बाला जिला : अम्बाला राज्य : हरियाणा

नाम ग्राम खसरा नं० क्षेत्रफल

	ह०	ऐ०	वर्ग मी०	
(1)	(2)	(3)	(4)	(5)
खण्डा ह० ब० नं०	7/19 मिन	0	02	28
223	7/20 मिन	0	03	04
	7/21 मिन	0	00	51
	7/22 मिन	0	09	61
	17/2 मिन	0	10	12
	17/9/1 मिन	0	05	82
	17/9/2 मिन	0	04	30
	17/12 मिन	0	08	60
	17/13 मिन	0	01	52
	17/18 मिन	0	08	35
	17/19 मिन	0	01	01
	17/23 मिन	0	10	12
	20/3 मिन	0	10	12
	20/7/2 मिन	0	00	51
	20/8 मिन	0	09	61
	20/13 मिन	0	02	78
	20/14 मिन	0	07	33
	20/17 मिन	0	10	12
	20/24 मिन	0	10	12
	35/4 मिन	0	09	11
	35/5 मिन	0	00	00
	35/6 मिन	0	05	56

(1)	(2)	(3)	(4)	(5)
खण्डा ह० ब० नं०	35/7 मिन	0	04	55
223 (जारी)	35/15 मिन	0	10	12
	35/16 मिन	0	10	12
	35/25 मिन	0	06	07
	122 मिन	0	00	76
	81 मिन	0	01	01
मीहडा ह० नं० 188	10/2 मिन	0	02	28
	10/9 मिन	0	10	12
	10/12 मिन	0	08	60
	10/13 मिन	0	01	52
	10/18 मिन	0	06	58
	10/19 मिन	0	03	54
	10/22 मिन	0	00	25
	10/23 मिन	0	09	86
	16/3/1 मिन	0	00	25
	16/3/2 मिन	0	09	86
	16/8/1 मिन	0	10	12
	16/13 मिन	0	10	12
	16/18 मिन	0	10	12
	16/23 मिन	0	10	12
	23/3 मिन	0	08	60
	23/4 मिन	0	01	52
	23/7 मिन	0	06	58
	23/8 मिन	0	03	54
	23/13 मिन	0	00	25
	23/14/1 मिन	0	09	86
	23/17 मिन	0	10	12
	23/24 मिन	0	10	12
	30/4 मिन	0	10	12
	30/7 मिन	0	10	12
	30/14 मिन	0	10	12
	30/16 मिन	0	01	52
	30/17 मिन	0	08	60
	30/24 मिन	0	03	54
	30/25 मिन	0	06	58
	40/4 मिन	0	00	25
	40/5/1 मिन	0	06	07
	40/5/2 मिन	0	00	51
	40/6 मिन	0	10	12
	40/15/2 मिन	0	10	12
	40/16 मिन	0	10	12
	40/25 मिन	0	10	12
	45/10 मिन	0	01	52
	45/11 मिन	0	06	58
	45/20 मिन	0	10	12
	45/21 मिन	0	10	12
	46/5 मिन	0	10	12
	46/6 मिन	0	08	60
	46/15/1 मिन	0	01	77
	46/15/2 मिन	0	00	76
	60/1 मिन	0	09	36
	60/10 मिन	0	10	12
	60/11 मिन	0	10	12
	60/20 मिन	0	10	12
	60/21 मिन	0	09	61

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
मोहवा ह०न० 188 (जारी)	60/22/1 मिन	0	00	00	मोहवा 162 (जारी)	5/21 मिन	0	09	61
	62/1 मिन	0	06	58		6/5 मिन	0	10	12
	62/2 मिन	0	03	54		6/6 मिन	0	07	59
	62/9 मिन	0	08	60		6/15/2 मिन	0	02	53
	62/10 मिन	0	01	52		10/1/ मिन	0	10	12
	62/12 मिन	0	10	12		10/10 मिन	0	10	12
	62/19 मिन	0	10	12		10/11 मिन	0	10	12
	62/22 मिन	0	01	77		10/20 मिन	0	09	61
	82/2 मिन	0	02	02		10/21 मिन	0	06	32
	82/3 मिन	0	07	08		10/22 मिन	0	02	02
	82/8 मिन	0	08	60		14/1 मिन	0	02	53
	82/9 मिन	0	01	52		14/2 मिन	0	07	59
	82/12 मिन	0	01	01		14/9 मिन	0	10	12
	82/13 मिन	0	09	11		14/12 मिन	0	10	12
	82/18 मिन	0	09	36		14/19 मिन	0	10	12
	82/19/1 मिन	0	00	76		14/22 मिन	0	10	12
	82/23/1 मिन	0	08	09		19/2 मिन	0	07	08
	82/23/2 मिन	0	00	25		22 मिन	0	01	77
	101/3/1 मिन	0	04	55		25 मिन	0	01	01
	101/3/2 मिन	0	05	56					
	101/8/2 मिन	0	10	12	शाहपुर	7/21/1 मिन	0	09	11
	101/13 मिन	0	10	12	ह०न० 125	14/1/1 मिन	0	04	05
	101/18 मिन	0	09	11		14/1/2 मिन	0	01	01
	101/23 मिन	0	03	29		14/2 मिन	0	05	06
	106/3 मिन	0	05	06		14/9/1 मिन	0	08	60
	106/8 मिन	0	08	60		14/9/2 मिन	0	00	76
	106/13 मिन	0	10	12		14/12 मिन	0	04	55
	106/18 मिन	0	10	12		14/13/1 मिन	0	05	82
	106/23 मिन	0	10	12		14/18/2 मिन	0	10	12
	121/3 मिन	0	07	08		14/23/3 मिन	0	01	01
	134 मिन	0	14	16		14/24/1 मिन	0	04	81
	146 मिन	0	01	01		14/30 मिन	0	03	79
	188 मिन	0	01	52		20/4/1 मिन	0	10	12
	189 मिन	0	00	76		20/6 मिन	0	05	82
	191 मिन	0	00	51		20/7/1 मिन	0	04	55
	196 मिन	0	00	00		20/15/1 मिन	0	03	29
	198 मिन	0	00	76		20/15/2 मिन	0	07	08
	18/22 मिन	0	08	35		20/16 मिन	0	04	81
करोली ह०न० 189	20/2 मिन	0	10	12		21/20/1 मिन	0	00	51
	20/9 मिन	0	10	12		21/20/2 मिन	0	01	00
	20/12 मिन	0	09	61		21/20/3 मिन	0	00	76
	20/13/2 मिन	0	00	51		21/20/4 मिन	0	04	05
	20/18/2 मिन	0	04	05		21/21/1 मिन	0	05	06
	20/19 मिन	0	06	07		21/21/2 मिन	0	05	31
	20/22 मिन	0	02	78		25/1/2 मिन	0	06	07
	20/23/1 सालिम	0	05	31		25/2/2 मिन	0	02	53
	20/23/2 मिन	0	01	01		25/9/1 मिन	0	01	26
	28/2 सालिम	0	00	00		25/9/2 मिन	0	08	85
	28/3 मिन	0	01	01		25/12 मिन	0	03	04
	36 मिन	0	01	01		25/13/1 मिन	0	01	01
						25/13/2 मिन	0	06	58
मोहवा	1/25 मिन	0	08	60		25/18 मिन	0	10	12
ह०न० 162	5/10 मिन	0	02	53		25/23 मिन	0	02	02
	5/11 मिन	0	07	59		25/24 मिन	0	06	07
	5/20 मिन	0	10	12		25/28 मिन	0	02	02

1	2	3	4	5	1	2	3	4	5
शाहपुर ह०न० 125	36/4 मिन	0	06	32	नन्हेडा ह०न० 104	8/13/2 मिन	0	00	00
	36/5/ मिन	0	02	28		8/18/1 मिन	0	09	61
	36/6 मिन	0	07	08		8/18/2 मिन	0	00	51
	36/7 मिन	0	03	29		8/23 मिन	0	04	81
	36/15/1 मिन	0	05	82		8/24/1 मिन	0	04	30
	36/15/2 मिन	0	04	30		8/24/2 मिन	0	00	25
	36/16 मिन	0	04	05		15/4/1 मिन	0	00	00
	37/20/1 मिन	0	03	29		15/4/2 मिन	0	09	61
	37/20/2 मिन	0	03	29		15/6 मिन	0	05	31
	37/21/1 मिन	0	07	33		15/7 मिन	0	05	06
	37/21/2 मिन	0	03	04		15/15/2 मिन	0	01	77
	42/1 मिन	0	04	55		15/15/3 मिन	0	08	60
	42/2 मिन	0	06	07		15/16/1 मिन	0	04	55
	42/9 मिन	0	10	12		16/20/1 मिन	0	00	51
	42/12 मिन	0	04	55		16/20/2 मिन	0	05	31
	42/13/1 मिन	0	03	04		16/21 मिन	0	01	26
	42/13/2 मिन	0	03	04		52 मिन	0	00	51
	42/18 मिन	0	10	12		77 मिन	0	00	25
	42/23/2 मिन	0	05	56	गोख माजरा ह०न० 108	1/6 मिन	0	05	08
	42/24/12 मिन	0	00	00		15/15 मिन	0	08	85
	59/3/2 मिन	0	06	58		2/11 मिन	0	06	32
	59/4 मिन	0	03	54		2/19 मिन	0	09	61
	59/7 मिन	0	08	09		2/20 मिन	0	05	82
	59/8 मिन	0	02	02		2/22 मिन	0	03	04
	59/14 मिन	0	10	12		2/23 मिन	0	11	13
	59/17 मिन	0	09	11		3/11 मिन	0	11	13
	59/24/1 मिन	0	10	12		3/12 मिन	0	08	85
	65/4 मिन	0	10	12		4/3/2 मिन	0	00	51
नन्हेडा ह०न० 104	65/7 मिन	0	10	12	बुधला ह०न० 109	4/4 मिन	0	40	62
	65/14 मिन	0	10	12		4/6 मिन	0	11	13
	65/16 मिन	0	02	53		3/3/1 मिन	0	00	78
	65/17/1 मिन	0	07	08		3/3/2 मिन	0	05	06
	65/24/2 मिन	0	02	53		3/3/3 मिन	0	03	04
	65/25/1 मिन	0	07	59		3/3/4 मिन	0	03	04
	84/5 मिन	0	10	12		3/7 मिन	0	08	85
	84/6/2 मिन	0	10	12	कावला ह०न० 110	11/23 मिन	0	00	00
	84/15 मिन	0	10	12		17/11 मिन	0	05	06
	84/16/1 मिन	0	02	53		17/19/2 मिन	0	04	30
	84/16/2 मिन	0	07	59		17/20 मिन	0	10	37
	84/25/1 मिन	0	00	76		17/22/1 मिन	0	03	29
	84/25/2 मिन	0	00	76		17/22/2 मिन	0	07	08
	156/1 मिन	0	01	52		17/23 मिन	0	03	54
	158 मिन	0	01	77		18/3 मिन	0	06	58
	166 मिन	0	01	01		18/4 मिन	0	06	58
	875 मिन	0	00	76		18/6/2 मिन	0	05	82
	876 मिन	0	00	51		18/7/1 मिन	0	08	85
	8/1 मिन	0	06	07		18/15 मिन	0	09	61
	8/2/1 मिन	0	03	79		21/3/2 मिन	0	11	89
	8/2/2 मिन	0	00	25		21/4 मिन	0	00	76
	8/9/1 मिन	0	05	82		21/6 मिन	0	01	77
	8/9/2 मिन	0	01	77		21/7 मिन	0	12	39
	8/9/3 मिन	0	02	53		21/14/2 मिन	0	00	00
	8/9/4 मिन	0	00	00		21/15 मिन	0	13	15
	8/12 मिन	0	05	82					
	8/13/1 मिन	0	03	79					

1	2	3	4	5	1	2	3	4	5
काबला ह० न० 110	21/16 मिन	0	00	25	काबली ह० न० 111	9/10/2 मिन	0	00	00
	22/11 मिन	0	01	01		9/11 मिन	0	12	14
	22/19/2 मिन	0	00	51		9/12 मिन	0	01	77
	22/20/1 मिन	0	06	83		9/18 मिन	0	00	76
	22/20/2 मिन	0	06	58		9/19/1 मिन	0	07	84
	22/21/2 मिन	0	01	01		9/19/2 मिन	0	05	56
	22/22 मिन	0	11	89		9/20 मिन	0	00	25
	22/23 मिन	0	00	00		9/22 मिन	0	00	51
	24/20/1 मिन	0	05	56		9/23 मिन	0	13	15
	24/20/2 मिन	0	04	81		9/24 मिन	0	00	25
	24/21/1 मिन	0	04	81		10/4 मिन	0	09	11
	24/22 मिन	0	09	61		10/5 मिन	0	04	81
	25/2 मिन	0	01	52		10/6 मिन	0	11	13
	25/3 मिन	0	12	65		13/3 मिन	0	01	26
	25/4/1 मिन	0	00	00		13/4 मिन	0	12	90
	25/7 मिन	0	11	89		13/5/2 मिन	0	00	00
	25/8 मिन	0	02	28		13/6 मिन	0	12	14
	25/14 मिन	0	03	04		13/7 मिन	0	01	26
	25/15 मिन	0	11	13		13/15 मिन	0	04	05
	25/16 मिन	0	03	79		14/11 मिन	0	10	62
	35/2 मिन	0	06	07		14/19 मिन	0	09	11
	25/3/1 मिन	0	05	06		14/20 मिन	0	05	31
	25/7 मिन	0	08	35		14/22 मिन	0	05	31
	35/8/1 मिन	0	04	05		14/23 मिन	0	07	33
	35/8/2 मिन	0	01	52		15/3 मिन	0	01	52
	35/14 मिन	0	07	84		24 मिन	0	00	76
	35/15/1 मिन	0	04	30		29 मिन	0	01	01
	35/15/2 मिन	0	01	26		32 मिन	0	01	52
	35/16/1 मिन	0	04	81		33 मिन	0	01	52
	35/16/2 मिन	0	03	04					
	35/26 सालिम	0	00	76	जबली	50/5 मिन	0	04	05
	36/20/1 मिन	0	01	01	ह० न० 113	50/6 मिन	0	00	23
	36/20/2 मिन	0	06	07		51/1 मिन	0	00	51
	36/21/1 मिन	0	00	51		51/9 मिन	0	00	51
	36/21/2 मिन	0	01	01		51/10 मिन	0	12	63
	36/21/3 मिन	0	00	25		51/11 मिन	0	01	01
	36/22 मिन	0	08	61		51/12 मिन	0	12	90
	36/26 मिन	0	00	51		51/13 मिन	0	00	25
	37/2 मिन	0	02	02		51/17 मिन	0	00	25
	37/3 मिन	0	02	53		51/18 मिन	0	12	90
	69 मिन	0	03	79		51/19 मिन	0	01	01
	70 मिन	0	04	30		51/23 मिन	0	01	52
	71/6 मिन	0	00	76		51/24 मिन	0	12	39
	80 मिन	0	02	28		51/25 मिन	0	00	25
	89 मिन	0	00	25					
	94 मिन	0	01	26	जबली ह० न० 113	57/1/2 मिन	0	00	00
	99 मिन	0	01	26		57/10 मिन	0	11	89
						57/11 मिन	0	02	78
						57/12 मिन	0	03	79
काबली	5/12 मिन	0	07	84		58/4 मिन	0	01	77
ह० न० 111	5/18/1 मिन	0	02	78		58/5 मिन	0	12	39
	5/18/2 मिन	0	05	82		58/6 मिन	0	02	28
	5/19 मिन	0	05	06					
	5/23 मिन	0	06	58	सोमडा ह० न० 114	8/21 मिन	0	00	25
	5/24/2 मिन	0	07	08		8/28 मिन	0	07	08
	9/10/1 मिन	0	02	28		9/24 मिन	0	00	51

1	2	3	4	5	1	2	3	4	5
सोन्हा ह० न० 114	9/25 मिन	0	12	90	पती मेहर ह० न० 58	14/16/2 मिन	0	06	58
	12/5 मिन	0	01	52		14/25 मिन	0	10	37
	13/1 मिन	0	12	65		15/21/2/2/4 मिन	0	03	79
	13/2 मिन	0	00	00		25/1/1 मिन	0	05	31
	13/9 मिन	0	12	14		25/1/2/3/1 मिन	0	01	01
	13/10 मिन	0	02	02		25/1/2/3/2 मिन	0	00	25
	13/12 मिन	0	03	04		25/1/3 मिन	0	07	33
	13/13/1/1 मिन	0	02	28		25/8/2/2 मिन	0	01	52
	13/13/1/2 मिन	0	09	11		25/9/1/2 मिन	0	00	25
	13/13/2 मिन	0	00	51		25/9/2 मिन	0	02	78
	13/17/2 मिन	0	10	88		25/9/3/2 मिन	0	02	28
	13/18/1/1 मिन	0	00	25		25/13 मिन	0	11	42
	13/18/2/1 मिन	0	00	51		25/32 मिन	0	00	25
	13/18/1/2 मिन	0	02	28		25/33 मिन	0	08	85
	13/18/2/2 मिन	0	00	76		25/34 मिन	0	03	54
	13/19/2/3 मिन	0	00	00		11/12 मिन	0	00	51
	13/24 मिन	0	03	54					
	13/25 मिन	0	09	11	मिर्षा बाला ह० न० 57	4/15 मिन	0	01	26
	19/1 मिन	0	08	85		5/11/1 मिन	0	03	79
	19/9/1 मिन	0	00	51		5/11/2 मिन	0	01	01
	19/9/2 मिन	0	07	33		5/19 मिन	0	00	76
						5/20/1 मिन	0	12	39
	19/10 मिन	0	06	59		5/20/2 मिन	0	00	51
	19/12/1	0	01	01		5/21 मिन	0	00	76
	19/12/2 मिन	0	00	00		5/22, 1 मिन	0	03	29
	19/12/3 मिन	0	07	08		5/22, 2 मिन	0	09	36
	19/13 मिन	0	06	83		7/21 मिन	0	00	25
	19/17 मिन	0	05	56		8/2 मिन	0	06	83
	19/18 मिन	0	09	11		8/3 मिन	0	06	83
	19/24 मिन	0	07	08		8/7/2 मिन	0	01	01
	19/25 मिन	0	05	31	मिर्षा बाला ह० न० 57	8/8 मिन	0	12	65
	20/5 मिन	0	05	82		8/13 मिन	0	00	00
	26/5/1 मिन	0	02	78		8/14 मिन	0	13	66
	26/5/2 मिन	0	00	76		8/16 मिन	0	07	08
	26/5/3 मिन	0	06	83		8/17 मिन	0	07	08
	27/1/2 मिन	0	03	79		8/23 मिन	0	11	38
	27/9/2/2 मिन	0	00	51		18/1 मिन	0	10	12
	27/9/3/2 मिन	0	02	02		18/2/2/5 मिन	0	03	04
	27/10/1 मिन	0	04	30		18/2/2/6 मिन	0	02	02
	27/10/3 मिन	0	02	28		18/8 मिन	0	07	08
	27/11/2 मिन	0	00	00		18/9 मिन	0	08	60
	17/12 मिन	0	14	16		19/13 मिन	0	08	85
	27/18 मिन	0	13	91		18/14 मिन	0	06	58
	27/19 मिन	0	00	25		18/17 मिन	0	08	09
	27/23/2 मिन	0	00	76		35 मिन	0	02	78
	27/24/1 मिन	0	05	56		42-43 मिन	0	01	01
	27/24/2 मिन	0	08	60	पती-सर्जनी ह० न०	1/16 मिन	0	01	01
	28/10 मिन	0	00	76	56	1/24 मिन	0	02	53
	29/4/2 मिन	0	00	51		1/25/1 मिन	0	02	78
	29/5 मिन	0	08	60		1/25/2 मिन	0	06	32
	29/6 मिन	0	00	76		8/1 मिन	0	00	00
	7/7 मिन	0	01	77		8/10 मिन	0	08	60
	328/5 मिन	0	01	26		8/11 मिन	0	11	63
	329 मिन	0	00	76		8/12 मिन	0	00	00
						8/19 मिन	0	09	86

1	2	3	4	5
	8/20 मिन	0	02	28
	8/22/1 मिन	0	04	81
	8/22/2 मिन	0	06	58
	8/23 मिन	0	00	25
	8/26 मिन	0	00	51
	8/27 मालिम	0	00	51
पती मन्नाजी ह० न० 56	9/5/1 मिन	0	08	60
	9/5/2 मिन	0	00	76
	9/5/3 मिन	0	00	76
	9/6/1 मिन	0	02	02
	9/6/2 मिन	0	00	00
	16/2 मिन	0	02	02
	16/3 मिन	0	10	12
	16/7 मिन	0	01	01
	16/8 मिन	0	10	37
	16/14/1 मिन	0	00	76
	16/14/2 मिन	0	07	84
	16/16/2 मिन	0	01	01
	16/17/1 मिन	0	04	55
	16/25/1 मिन	0	03	04
	16/25/2 मिन	0	06	58
	16/27 मिन,	0	01	77
	16/28 मिन	0	06	58
	33/6/1 मिन	0	01	52
	33/6/2 मिन	0	10	12
	33/7 मिन	0	00	00
	52 मिन	0	00	51
	62 मिन	0	01	52
	77/3 मिन	0	02	02
	566 मिन	0	01	52

[क्रमांक 12020/1/81-प्रो०]

S.O. 191. Whereas by a notification of Government of India in the Ministry of Petroleum, Chemicals and Fertilizer (Department of Petroleum) S.O. No. 1667 dated 6-6-81 under Sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government declared its intention to acquire the Right of User in the lands specified in the Schedule appended to that notification for the purpose of laying pipeline.

And whereas the Competent Authority has under Sub-section (1) of Section 6 of the said Act submitted report to the Government.

And further the Central Government has after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification.

Now, therefore, in exercise of the power conferred by Sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipelines.

And further : in exercise of the power conferred by Sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in the Central Government vest on this date of the publication of this declaration in the Indian Oil Corporation Limited free from all encumbrances.

SCHEDULE				
Tehsil : Ambala	Distt: Ambala	State : Haryana		
Name of Village	Khasra No.	Area		
		H	A	Sq. M
1	2	3	4	5
Landha H. No. 223	7/19 Min	0	02	28
	7/20 Min	0	03	04
	7/21 Min	0	00	51
	7/22 Min	0	09	61
	17/2 Min	0	10	12
	17/9/1 Min	0	05	82
	17/9/2 Min	0	04	30
	17/12 Min	0	08	60
	17/13 Min	0	01	52
	17/18 Min	0	08	35
	17/19 Min	0	01	01
	17/23 Min	0	10	12
	20/3 Min	0	10	12
	20/7/2 Min	0	00	51
	20/8 Min	0	09	61
	20/13 Min	0	02	78
	20/14 Min	0	07	33
	20/17 Min	0	10	12
	20/24 Min	0	10	12
	35/4 Min	0	09	11
	35/5 Min	0	00	00
	35/6 Min	0	05	56
	35/7 Min	0	04	55
	35/15 Min	0	10	12
	35/16 Min	0	10	12
	35/25 Min	0	06	07
	122 Min	0	00	76
	81 Min	0	01	01
Mohr H. No. 188	10/2 Min	0	02	28
	10/9 Min	0	10	12
	10/12 Min	0	08	60
	10/13 Min	0	01	52
	10/18 Min	0	06	58
	10/19 Min	0	03	54
	10/22 Min	0	00	25
	10/23 Min	0	09	86
	16/3/1 Min	0	00	25
	16/3/2 Min	0	09	86
	16/8/1 Min	0	10	12
	16/13 Min	0	10	12
	16/18 Min	0	10	12
	16/23 Min	0	10	12
	23/3 Min	0	08	60
	23/4 Min	0	01	52
	23/7 Min	0	06	58
	23/8 Min	0	03	54
	23/13 Min	0	00	25
	23/14/1 Min	0	09	86
	23/17 Min	0	10	12
	23/24 Min	0	10	12
	30/4 Min	0	10	12
	30/7 Min	0	10	12
	30/14 Min	0	10	12
	30/16 Min	0	01	52
	30/17 Min	0	08	60
	30/24 Min	0	03	54
	30/25 Min	0	06	58

1	2	3	4	5	1	2	3	4	5
Mohra H. No. 188	40/4 Min	0	00	25	Phroli H. N. 189	22/23/1 whole	0	05	31
—Contd.	40/5/1 Min	0	06	07	—Contd.	22/23/2 Min	0	01	01
	40/5/2 Min	0	00	51		28/2 whole	0	00	00
	40/6 Min	0	10	12		28/3 Min	0	01	01
	40/15/2 Min	0	10	12		36 Min	0	01	01
	40/16 Min	0	10	12					
	40/25 Min	0	10	12	Bohawa H. No. 162	1/25 Min	0	08	60
	45/10 Min	0	01	52		5/10 Min	0	02	53
	45/11 Min	0	06	58		5/11 Min	0	07	59
	45/20 Min	0	10	12		5/20 Min	0	10	12
	45/21 Min	0	10	12		5/21 Min	0	09	61
	46/5 Min	0	10	12		6/5 Min	0	10	12
	46/6 Min	0	08	60		6/6 Min	0	07	59
	46/15/1 Min	0	01	77		5/15/2 Min	0	02	53
	46/15/2 Min	0	00	76		10/1 Min	0	10	12
	60/1 Min	0	09	36		10/10 Min	0	10	12
	60/10 Min	0	10	12		10/11 Min	0	10	12
	60/11 Min	0	10	12		10/20 Min	0	09	61
	60/20 Min	0	10	12		10/21 Min	0	06	32
	60/21 Min	0	09	61		10/22 Min	0	02	02
	60/22/1 Min	0	00	00		14/1 Min	0	02	53
	62/1 Min	0	06	58		14/2 Min	0	07	59
	62/2 Min	0	03	54		14/9 Min	0	10	12
	62/9 Min	0	08	60		14/12 Min	0	10	12
	62/10 Min	0	01	52		14/19 Min	0	10	12
	62/12 Min	0	10	12		14/22 Min	0	10	12
	62/19 Min	0	10	12		19/2 Min	0	07	08
	62/22 Min	0	01	77		22 Min	0	01	77
	82/2 Min	0	02	02		25 Min	0	01	01
	82/3 Min	0	07	08					
	82/8 Min	0	08	60	Shahpur	7/21 /1 Min	0	09	11
	83/9 Min	0	01	52	H. No. 125				
	82/12 Min	0	01	01		14/1/1 Min	0	04	05
	82/13 Min	0	09	11		14/1/2 Min	0	01	01
						14/2 Min	0	05	06
	82/19 Min	0	09	36		14/9/1 Min	0	08	60
	82/19/1 Min	0	00	76		14/9/2 Min	0	00	76
	82/23/1 Min	0	08	09		14/12 Min	0	04	55
	82/23/2 Min	0	00	25		14/13/1 Min	0	05	82
	101/3/1 Min	0	04	55		14/18/2 Min	0	10	12
	101/3/2 Min	0	05	56					
	101/8/2 Min	0	10	12		14/23/3 Min	0	01	01
	101/13 Min	0	10	12		14/24/1 Min	0	04	81
	101/18 Min	0	09	11		14/30 Min	0	03	79
	101/23 Min	0	03	29		20/4/1 Min	0	10	12
	106/3 Min	0	05	06		20/6 Min	0	05	82
	106/8 Min	0	08	60		20/7/1	0	04	55
	106/13 Min	0	10	12		20/15/1	0	03	29
	106/18 Min	0	10	12		20/15/2 Min	0	07	08
	106/23 Min	0	10	12		20/16 Min	0	04	81
	121/3 Min	0	07	08		21/20/1 Min	0	00	51
	134 Min	0	14	16		21/20/2 Min	0	00	00
	146 Min	0	01	01		21/20/3 Min	0	00	76
	188 Min	0	01	52		21/20/4 Min	0	04	05
	189 Min	0	00	76		21/21/1 Min	0	05	06
	191 Min	0	00	51		21/21/2 Min	0	05	31
	196 Min	0	00	00		25/1/2 Min	0	06	07
	198 Min	0	00	76		25/2/2 Min	0	02	53
						25/9/1 Min	0	01	26
Phroli H. No. 189	18/22 Min	0	08	35		25/9/2 Min	0	08	85
	22/2 Min	0	10	12		25/12 Min	0	03	04
	22/9 Min	0	10	12		25/13/1 Min	0	01	01
	22/12 Min	0	09	61		25/13/2 Min	0	06	58
	22/13/2 Min	0	00	51		25/18 Min	0	10	12
	22/18/2 Min	0	04	05		25/23 Min	0	02	02
	22/19 Min	0	06	07		25/24 Min	0	06	07
	22/22 Min	0	02	78					

1	2	3	4	5	1	2	3	4	5
Shahpur H. No. 125	25/28 Min	0	02	02	Nanhera	15/6 Min	0	05	31
—Contd.	36/4 Min	0	06	32	—Contd.	15/7 Min	0	05	06
	36/5 Min	0	02	28		15/15/2 Min	0	01	77
	36/6 Min	0	07	08		15/15/3 Min	0	08	60
	36/7 Min	0	03	29		15/16/1 Min	0	04	55
	36/15/1 Min	0	05	82		16/20/1 Min	0	00	51
	36/15/2 Min	0	04	30		16/20/2 Min	0	05	31
	36/16 Min	0	04	05		16/21 Min	0	01	28
	37/20/1 Min	0	03	29		52 Min	0	00	51
	37/20/2 Min	0	03	29		77 Min	0	00	25
	37/21/1 Min	0	07	33	Sheikhmajra H. No.				
	37/21/2 Min	0	03	04	108	1/6 Min	0	05	06
	42/1 Min	0	04	55		15/15 Min	0	08	85
	42/2 Min	0	06	07		2/11 Min	0	06	32
	42/9 Min	0	10	12		2/19 Min	0	09	61
	42/12 Min	0	04	55		2/20 Min	0	05	82
	42/13/1 Min	0	03	04		2/22 Min	0	03	04
	42/13/2 Min	0	03	04		2/23 Min	0	11	13
	42/18 Min	0	10	12		3/11 Min	0	11	13
	42/23/2 Min	0	05	56		3/12 Min	0	08	85
	42/24/2 Min	0	00	00		4/3/2 Min	0	00	51
	59/3/2 Min	0	06	58		4/4 Min	0	10	62
	59/4 Min	0	03	54		4/6 Min	0	11	12
	59/7 Min	0	08	09	Dudhla H. No. 109	3/3/1 Min	0	00	76
	59/8 Min	0	02	02		3/3/2 Min	0	05	06
	59/14 Min	0	10	12		3/3/3 Min	0	03	04
	59/17 Min	0	09	11		3/3/4 Min	0	03	04
	59/24/1 Min	0	10	12		3/7 Min	0	08	85
	65/4 Min	0	10	12	Kanwala H. No. 110	11/23 Min	0	00	00
	65/7 Min	0	10	12		17/11 Min	0	05	06
	65/14 Min	0	10	12		17/19/2 Min	0	04	30
	65/16 Min	0	02	53		17/20 Min	0	10	37
	65/17/1 Min	0	07	08		17/22/1 Min	0	03	29
	65/24/2 Min	0	02	53		17/22/2 Min	0	07	08
	65/25/1 Min	0	07	59		17/23 Min	0	03	54
	84/5 Min	0	10	12		18/3 Min	0	06	58
	84/6/2 Min	0	10	12		18/4 Min	0	06	58
	84/15 Min	0	10	12		18/6/2 Min	0	05	82
	84/16/1 Min	0	02	53		18/7/1 Min	0	08	85
	84/16/2 Min	0	07	59		18/15 Min	0	09	61
	84/25/1 Min	0	00	76		21/3/2 Min	0	11	89
	84/25/2 Min	0	00	76		21/4 Min	0	00	76
	156/1 Min	0	01	52		21/6 Min	0	01	77
	158 Min	0	01	77		21/7 Min	0	12	39
	166 Min	0	01	01		21/14/2 Min	0	00	00
	875 Min	0	00	76		21/15 Min	0	13	15
	876 Min	0	00	51		21/16 Min	0	00	25
Nanhera H. No. 104	8/1 Min	0	06	07		22/11 Min	0	01	01
	8/2/1 Min	0	03	79		22/19/2 Min	0	00	51
	8/2/2 Min	0	00	25		22/20/1 Min	0	06	83
	8/9/1 Min	0	05	82		22/20/2 Min	0	06	58
	8/9/2 Min	0	01	77		22/21/2 Min	0	01	01
	8/9/3 Min	0	02	53		22/22 Min	0	11	89
	8/9/4 Min	0	00	00		22/23 Min	0	00	00
	8/12 Min	0	05	82		24/20/1 Min	0	05	56
	8/13/1 Min	0	03	79		24/20/2 Min	0	04	81
	8/13/2 Min	0	00	00		24/21/1 Min	0	04	81
	8/18/1 Min	0	09	61		24/22 Min	0	09	61
	8/18/2 Min	0	00	51		25/2 Min	0	01	52
	8/23 Min	0	04	81		25/3 Min	0	12	65
	8/24/1 Min	0	04	30		25/4/1 Min	0	00	00
	8/24/2 Min	0	00	25		25/7 Min	0	11	89
	15/4/1 Min	0	00	00		25/8 Min	0	02	28
	15/4/2 Min	0	09	61					

1	2	3	4	5	1	2	3	4	5
Kanwali H. No. 110 (Contd.)	25/14 Min	0	03	04	Jandali H. No. 113	50/5 Min	0	04	05
	25/15 Min	0	11	13		50/6 Whole	0	00	25
	25/16 Min	0	03	79		51/1 Min	0	00	51
	35/2 Min	0	06	07		51/9 Min	0	00	51
	35/3/1 Min	0	05	06		51/10 Min	0	12	65
	35/7 Min	0	08	35		51/11 Min	0	01	01
	35/8/1 Min	0	04	05		51/12 Min	0	12	90
	35/8/2 Min	0	01	52		51/13 Min	0	00	25
	35/14 Min	0	07	84		51/17 Min	0	00	25
	35/15/1 Min	0	04	30		51/18 Min	0	12	90
	35/15/2 Min	0	01	26		51/19 Min	0	01	01
	35/16/1 Min	0	04	81		51/23 Min	0	01	52
	35/16/2 Min	0	03	04		51/24 Min	0	12	39
	35/26 Whole	0	00	76		51/25 Min	0	00	25
	36/20/1 Min	0	01	01		57/1/2 Min	0	00	00
	36/20/2 Min	0	06	07		57/10 Min	0	11	89
	36/21/1 Min	0	00	51		57/11 Min	0	02	78
	36/21/2 Min	0	01	01		57/12 Min	0	03	79
	36/21/3 Min	0	00	25		58/4 Min	0	01	77
	36/22 Min	0	00	61		58/5 Min	0	12	39
	36/26 Min	0	00	51		58/6 Min	0	02	28
	37/2 Min	0	02	02					
	37/3 Min	0	02	53	Sonda H. No. 114	8/21 Min	0	00	25
	69 Min	0	03	79		8/28 Min	0	07	08
	70 Min	0	04	30		9/24 Min	0	00	51
	71/6 Min	0	00	76		9/25 Min	0	12	90
	80 Min	0	02	28		12/5 Min	0	01	52
	89 Min	0	00	25		13/1 Min	0	12	65
	94 Min	0	01	26		13/2 Min	0	00	00
	99 Min	0	01	26		13/9 Min	0	12	14
Kanwali H. No. 111	5/12 Min	0	07	84		13/10 Min	0	02	02
	5/18 /1 Min	0	02	78		13/12 Min	0	03	04
	5/18/2 Min	0	05	82		13/13/1/1 Min	0	02	28
	5/19 Min	0	05	06		13/13/1/2 Min	0	09	11
	5/23 Min	0	06	58		13/13/2 Min	0	00	51
	5/24/2 Min	0	07	08		17/2 Min	0	10	88
	9/10/1 Min	0	02	28		13/18/1/1 Min	0	00	25
	9/10/2 Min	0	00	00		13/18/2/1 Min	0	00	51
	9/11 Min	0	12	14		13/18/1/2 Min	0	02	28
	9/12 Min	0	01	77		13/18/2/2 Min	0	00	76
	9/18 Min	0	00	76		13/18/2/3 Min	0	00	00
	9/19/1 Min	0	07	84		13/24 Min	0	03	54
	9/19/2 Min	0	05	56		13/25 Min	0	09	11
	9/20 Min	0	00	25		19/1 Min	0	08	85
	9/22 Min	0	00	51		19/9/1 Min	0	00	51
	9/23 Min	0	13	15		19/9/2 Min	0	07	33
	9/24 Min	0	00	25					
	10/4 Min	0	09	11	Sonda H. No. 115	19/10 Min	0	06	58
	10/5 Min	0	04	81		19/12/1 Min	0	01	01
	10/6 Min	0	11	13		19/12/2 Min	0	00	00
	13/3 Min	0	01	26		19/12/3 Min	0	07	08
	13/4 Min	0	12	90		19/13 Min	0	06	83
	13/5/2 Min	0	00	00		19/17 Min	0	05	56
	13/6 Min	0	12	14		19/18 Min	0	09	11
	13/7 Min	0	01	26		19/24 Min	0	07	08
	13/15 Min	0	04	05		19/25 Min	0	05	31
	14/11 Min	0	10	62		20/5 Min	0	05	82
	14/19 Min	0	09	11		26/5/1 Min	0	02	78
	14/20 Min	0	05	31		26/5/2 Min	0	00	76
	14/22 Min	0	05	31		26/5/3 Min	0	06	83
	14/23 Min	0	07	52		27/1/2 Min	0	03	79
	15/3 Min	0	01	52		27/9/2/2 Min	0	00	51
	24 Min	0	00	76		27/9/3/2 Min	0	02	02
	29 Min	0	01	01		27/10/1 Min	0	04	30
	32 Min	0	01	52		27/10/3 Min	0	02	28
	33 Min	0	01	52		27/11/2 Min	0	00	00

[illegible]

और आगे उस धारा की उपधारा (4) द्वारा प्रवक्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में विहित होने के बजाय तेल और प्राकृतिक गैस आयोग में, सभी बाधाओं से मुक्त रूप में, घोषणा के प्रकाशन की इस तारीख को निहित होगा।

अनुसूची

कूप नं० 54 (एस० ड० जे०) से 49 (एस० सी० जी०)

राज्य : गुजरात

जिला और तालुका : मेहसाना

गांव	सर्वे नं०	हेक्टेयर	एम्पारई	सेन्टीयर
जगुदान	859	0	79	80
	711	0	24	96
	710	0	07	00
	कार्ट ट्रैक	0	00	50
	708	0	01	00
	705	0	30	60
	703	0	12	60
	702	0	04	80
	कार्ट ट्रैक	0	00	50
	875	0	06	95
	कार्ट ट्रैक	0	00	50
	874	0	24	96
	कार्ट ट्रैक	0	00	50
	674	0	27	99
	सड़क	0	01	00
	663	0	03	60

[सं० 12016/54/80-प्रोड०]

New Delhi, the 5th January, 1982

S.O. 192.—Whereas by a notification of the Government of India in the Ministry of Petroleum, Chemicals & Fertilizer (Department of Petroleum), S.O. 2953, dated 8-10-80 under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of Users in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the Schedule appended to that notification for the purpose of laying pipeline;

And whereas the Competent Authority has under sub-section (1) of Section 6 of the said Act. submitted report to the Government;

And further, whereas the Central Government has after considering the said report, decided to acquire the right of user in the lands specified in the Schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the Schedule appended to this notification hereby acquired for laying the pipeline;

And further, in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of users in the said lands shall instead of vesting in the Central Government vest on this date of the publication of this declaration in the Oil & Natural Gas Commission free from all encumbrances.

SCHEDULE

R.O.U. FOR WELL NO. 54 (SEJ) TO NO. 49 (SCG)

STATE : GUJARAT DISTRICT : MEHSANA TALUKA : MEHSANA

Village	Survey No.	Hectare	Are	Centiare
JAGUDAN	859	0	79	80
	711	0	24	96
	710	0	07	00
	Cart track	0	00	50
	708	0	01	00
	705	0	30	60
	703	0	12	60
	702	0	04	80
	Cart track	0	00	50
	875	0	06	95
	Cart track	0	00	50
	874	0	24	96
	Cart track	0	00	50
	674	0	27	99
	Road	0	01	00
	663	0	03	60

[No. 12016/54/80 Prod.I]

का० आ० 193.—यतः पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम, रसायन और उर्वरक मंत्रालय (पेट्रोलियम विभाग) की अधिसूचना का०आ० सं० 1573, तारीख 5-5-81 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइपलाइनों को बिछाने के प्रयोजन के लिए अर्जित करने का अपना आशय घोषित कर दिया था ;

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार की रिपोर्ट दे दी है ;

और आगे, यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है ;

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रवक्त शक्ति का प्रयोग करते हुए ; केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है ;

और आगे, उस धारा की उपधारा (4) द्वारा प्रवक्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में विहित होने के बजाय तेल और प्राकृतिक गैस आयोग में, सभी बाधाओं से मुक्त रूप में, घोषणा के प्रकाशन की इस तारीख को निहित होगा।

अनुसूची

जोटाणा—4 से जी० जी० एस० में 1 जोटाणा—तक पाइपलाइन बिछाने के लिए

राज्य : गुजरात जिला और तालुका : मेहसाना

गांव	सर्वे नं०	हेक्टेयर	एम्पारई	सेन्टीयर
1	2	3	4	5
भांकरेज	1276	0	09	00
	1272	0	00	80
	1273	0	06	75

1	2	3	4	5
	1274	0	03	96
	1042	0	18	00
	1041	0	07	44
	1040	0	08	00
	982	0	04	80
	981	0	07	20
	801	0	26	34
	763	0	19	58
	762	0	01	00
	772	0	05	88
	770	0	10	80
	601	0	09	24
	603	0	13	20
	605	0	06	00
	592	0	09	48
	593	0	10	40
	583	0	16	32
	581	0	07	80
	582	0	04	00
	580	0	05	52
	579	0	02	52
	521	0	12	72
	535	0	11	36
	537	0	11	64
	541	0	08	64
	540	0	12	12

[सं० 12016/2/81-प्रो० I]

S.O. 193.—Whereas by a notification of the Government of India in the Ministry of Petroleum, Chemicals & Fertilizer (Department of Petroleum), S.O. 1573 dated 5-5-81 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the Schedule appended to that notification for the purpose of laying pipeline;

And whereas the Competent Authority has under Sub-section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas, the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the Schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the Schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in the Central Government vest on this date of the publication of this declaration in the Oil and Natural Gas Commission free from all encumbrances.

SCHEDULE			
JOTANA-4 TO GGSI JOTANA			
STATE : GUJARAT DISTRICT & TALUKA : MERSANA			
Village	Survey No.	Hectare	Are Centi-are
MANKRAJ	1276	0	09 00
	1272	0	00 50
	1273	0	06 75
	1274	0	03 96
	1042	0	18 00
	1041	0	07 44
	1040	0	08 00
	982	0	04 80
	981	0	07 20
	801	0	26 34
	763	0	19 58
	762	0	01 00
	772	0	05 88
	770	0	10 80
	601	0	09 24
	603	0	13 20
	592	0	09 48
	593	0	10 40
	583	0	16 32
	581	0	07 80
	582	0	04 00
	580	0	05 52
	579	0	02 52
	521	0	12 72
	535	0	11 36
	537	0	11 64
	541	0	08 64
	540	0	12 12

[No. 12016/2/81-Prod. I]

नई दिल्ली, 6 जनवरी, 1982

का० प्रा० 194.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में जे०एन० एफ० से झुटाना-1 तक पेट्रोलियम के परिवहन के लिये पार्षपनाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिये ;

और यतः यह प्रतीत होता है कि ऐसी लाईनों को बिछाने के प्रयोजन के लिये एतद्बद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है ;

अतः अब पेट्रोलियम और खनिज पार्षपनाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (ii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आग्रह एतद्द्वारा घोषित किया है :

बसतः कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पार्षप लाइन बिछाने के लिये आक्षेप सक्षम प्राधिकारी, तेल तथा प्राकृतिक गैस आयोग, निर्माण और देखभाल प्रभाग, मकरपुरा रोड, बडोदरा-9 को हम अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा ;

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्टतः यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि व्यवसायी की माफत ।

अनुसूची

डी०एस०जे०एन०एफ० से डी०एस० ज़ुताना-1

राज्य : गुजरात जिला व तालुका : मेहसाना

गांव	सर्वे नं०	हेक्टेयर	एअरई	सेन्टीयर
झुताना	1498	0	11	76
	1497	0	04	56
	1501	0	02	76
	1502	0	02	64

[सं० 12016/55/81-प्रो०-I]

New Delhi, the 6th January, 1982

S.O. 194.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from JNF to Jotana-1 in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission :

And whereas it appears that for the purpose of laying such pipeline it is necessary to acquire the right of user in the land described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein :

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodara-390009 ;

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

Pipeline from DS. JNF to DS. Jotana-1

State GUJARAT District & Taluka : MEHSANA

Village	Survey No.	Hec-tare	Are	Centi-are
JOTANA	1498	0	11	76
	1497	0	04	56
	1501	0	02	76
	1502	0	02	64

[No. 12016/55/81-Prod. I]

का०प्र० 195.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में जे०एन०एफ० से झुताना-1 तक पेट्रोलियम के परिवहन के लिये पाईपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिये ;

और यतः यह प्रतीत होता है कि ऐसी लाईनों को बिछाने के प्रयोजन के लिये एतद्भाष्य अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है ;

अतः अब पेट्रोलियम और खनिज पाईपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (ii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार ने ऊपर उक्त उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है :

वर्तते कि उक्त भूमि में निम्नलिखित कोई व्यक्ति, उस भूमि के नीचे पाईप लाइन बिछाने के लिये आक्षेप मगम प्राधिकारी, तेल तथा प्राकृतिक गैस आयोग, निर्माण और देखभाल प्रभाग, मकरपुरा रोड, वडोदरा-9 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा ;

और ऐसा आक्षेप करने वाला हर व्यक्ति निम्नलिखित यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनाई व्यक्तिगत हो या किसी विधि व्यवसायी की मार्फत ।

अनुसूची

डी०एस०जे०एन०एफ० से डी०एस० ज़ुताना-1

राज्य : गुजरात जिला व तालुका : मेहसाना

गांव	सर्वे नं०	हेक्टेयर	एअरई	सेन्टीयर
मोदीपुर	85	0	10	20
	84	0	05	64

[सं० 12016/55/81-प्रो०-II]

टी०एन० परमेश्वरन्, अवर सचिव

S.O. 195.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from JNF to Jotana-1 in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission ;

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the Schedule annexed hereto ;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein :

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodara-390009 ;

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

PIPELINE FROM D.S. JNF TO D.S. JOTANA-1.
STATE : GUJARAT DISTRICT & TALUKA : MEHSANA

Village	Survey No.	Hec- tare	Are	Centi- are
MODIPURA	85	0	10	20
	84	0	05	64

[No. 12016/55/81-Prod. II]

T. N. PARAMESWARAN, Under Secy.

स्वास्थ्य और परिवार कल्याण मंत्रालय

(स्वास्थ्य विभाग)

नई दिल्ली, 4 जनवरी, 1982

क्रा०सं० 196.—केन्द्रीय सरकार स्वास्थ्य योजना (पुणे) नियमावली, 1978 के नियम 1 के खण्ड (3) का अनुसरण करते हुए केन्द्रीय सरकार एतद्वारा उक्त नियमावली को निम्नलिखित इलाकों में भी लागू करती है, अर्थात् :—

केन्द्रीय सरकार स्वास्थ्य योजना, पुणे के अधीन केन्द्रीय सरकार स्वास्थ्य योजना अध्यालय सं० 8 (किर्की) के अन्तर्गत आने वाले इलाके :—

केन्द्रीय किर्की, पश्चिमी किर्की, बपोड़ी तथा फूले वाड़ी
छठे अध्यालय की सीमायें :—

- 1 उत्तर में मूला नदी और पूना नगर निगम की पीना नदी तक की सीमा।
- 2 पूर्व में मूला नदी।
- 3 दक्षिण में मूला नदी और बम्बई—पूना सड़क पर पुलिस गेट तक।
- 4 पश्चिम में बम्बई-पूना मार्ग और पीना नदी, पूना नगर निगम की सीमा तक।

[सं० एस०-11031/1/81-के०सं०स्वा०यो०डैस्क-I]

के० एल० भाटिया, प्रवर सचिव

MINISTRY OF HEALTH & FAMILY WELFARE

(Department of Health)

New Delhi, the 4th January, 1982

S.O. 196.—In pursuance of clause (3) of rule 1 of the Central Government Health Scheme (Pune) Rules, 1978 the Central Government hereby extends the said rules to the following areas, namely :—

Areas to be covered by Central Government Health Scheme Dispensary No. 6 (Kirkee) under CGHS Pune;

Central Kirkee, West Kirkee, Dapodi and Phuge Wadi Boundaries of the 6th Dispensary.

1. Bounded in the North by : Mula River and Poona Municipal Corporation boundary until it meets Pauna.
2. Bounded in the East by : Mula River.
3. Bounded in the South by : Mula River, Police until it meets Bombay Poona Road.
4. Bounded in the West by : Bombay Poona Road and Pauna River until it meets Poona Municipal Corporation boundary.

[No. S-11031/1/81-CGHS Desk I]

K. L. BHATIA, Under Secy.

कृषि मंत्रालय

(खाद्य विभाग)

नई दिल्ली, 7 जनवरी, 1982

क्रा०सं० 197.—केन्द्रीय भाण्डागारण निगम, भाण्डागारण निगम अधिनियम, 1962 (1962 का 58) की धारा 42 द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार की पूर्ण मन्जूरी से, केन्द्रीय भाण्डागारण निगम कर्मचारी भविष्य निधि विनियम, 1962 का और संशोधन करने के लिये निम्नलिखित विनियम बनाता है, अर्थात् :—

(1) इन विनियमों का संक्षिप्त नाम, केन्द्रीय भाण्डागारण निगम कर्मचारी भविष्य निधि (संशोधन) विनियम, 1982 है।

(2) ये राजपत्र में प्रकाशन की तारीख को प्रवृत्त होंगे।

2. केन्द्रीय भाण्डागारण निगम कर्मचारी भविष्य निधि विनियम, 1962 के विनियम 10 के उप-विनियम (1) के प्रथम परस्त्वक में, श्रृंखला और शब्द "8 प्रतिशत" के स्थान पर श्रृंखला और शब्द "8½ प्रतिशत" रखा जायेगा।

[क्रा०सं० 6-21/79-एस०जी०]

प्र०के० गर्वे, उप सचिव

MINISTRY OF AGRICULTURE

(Department of Food)

New Delhi, the 7th January, 1982

S.O. 197.—In exercise of the powers conferred by section 42 of the Warehousing Corporations Act, 1962 (58 of 1962), the Central Warehousing Corporation, with the previous sanction of the Central Government, hereby makes the following regulations further to amend the Central Warehousing Corporation Employees' Provident Fund Regulations, 1962, namely :—

1. (i) These regulations may be called the Central Warehousing Corporation Employees' Provident Fund (Amendment) Regulations, 1982.

(ii) They shall come into force on the date of their publication in the Official Gazette.

2. In the Central Warehousing Corporation Employees' Provident Fund Regulations, 1962, in regulation 10, in the first proviso to sub-regulation (1), for the figure "8 per cent", the figure "8-1/3 per cent" shall be substituted.

[F. 6-21/79-SG]

A. K. GARDE, Dy. Secy.

(6) Khadi & Village Industries Commission, Regional Office, Uttarkashi (U.P.).

(7) Khadi & Village Industries Commission, Regional Office, Jagdalpur, District Bastar (Madhya Pradesh).

(8) Khadi & Village Industries Commission, Sub-Office, Simla (H.P.).

[No. E-11011/2/81-Hindi]

ATUL SINHA, Dy. Secy.

ग्रामीण पुनर्निर्माण मंत्रालय

नई दिल्ली, 23 दिसम्बर, 1981

क्रा० प्रा० 198.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में ग्रामीण पुनर्निर्माण मंत्रालय के अधीन निम्नलिखित कार्यालयों को, जिनके कर्मचारी-वृद्ध ने हिन्दी का कार्यवाहक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है।

- (1) खादी ग्रामोद्योग आयोग, राज्य कार्यालय, पटना (बिहार)
- (2) खादी ग्रामोद्योग आयोग, राज्य कार्यालय, लखनऊ (उ० प्र०)
- (3) खादी ग्रामोद्योग आयोग, राज्य कार्यालय, जयपुर (राजस्थान)
- (4) खादी ग्रामोद्योग आयोग, राज्य कार्यालय, भोपाल (मध्य प्रदेश)
- (5) खादी ग्रामोद्योग आयोग, क्षेत्रीय कार्यालय, पिथौरागढ़ (उ० प्र०)
- (6) खादी ग्रामोद्योग आयोग, क्षेत्रीय कार्यालय, उत्तरकाशी (उ० प्र०)
- (7) खादी ग्रामोद्योग आयोग, क्षेत्रीय कार्यालय, जगदलपुर जिला बस्तर (म० प्र०)
- (8) खादी ग्रामोद्योग आयोग, उप कार्यालय, शिमला (हि० प्र०)

[संख्या ई० 11011 (2)-81-हिन्दी]

अतुल सिन्हा, उप सचिव,

MINISTRY OF RURAL RECONSTRUCTION

New Delhi, the 23rd December, 1981

S.O. 198.—In pursuance of sub-rule (4) of rule 10 of the Official Languages (use for official purposes of the Union) Rules, 1976, the Central Government hereby notifies the following offices under the administrative control of the Ministry of Rural Reconstruction, the staff whereof have acquired the working knowledge of Hindi :—

- (1) Khadi & Village Industries Commission, State Office, Patna, Bihar.
- (2) Khadi & Village Industries Commission, State Office, Lucknow, Uttar Pradesh.
- (3) Khadi & Village Industries Commission, State Office, Jaipur, Rajasthan.
- (4) Khadi & Village Industries Commission, State Office, Bhopal, Madhya Pradesh.
- (5) Khadi & Village Industries Commission, Regional Office, Pithoragarh (U.P.).

1178 GI/81-6

निर्माण और आवास मंत्रालय

नई दिल्ली, 9 जनवरी, 1982

क्रा० प्रा० 199.—यतः केन्द्रीय सरकार का दिल्ली की बृहद योजना/क्षेत्रीय विकास योजना में यहाँ नीचे बताये गये क्षेत्रों के बारे में कतिपय संशोधन करने का प्रस्ताव है जिसे दिल्ली विकास अधिनियम, 1957 (1957 का 61) की धारा 44 के अन्तर्गत 25-7-81 के नोटिस सं० एफ०-10/24/80-एम०पी०, द्वारा उक्त नोटिस के 30 दिन के अन्तर्गत आपत्तियाँ/सुझाव मांगने के लिये प्रकाशित किया गया था। जैसे कि उक्त अधिनियम की धारा 11 ए० की उपधारा (3) में अपेक्षित है।

और यतः केन्द्रीय सरकार ने प्राप्त आपत्तियों एवं सुझावों पर विचार करने के बाद दिल्ली की बृहद योजना/क्षेत्रीय विकास योजना में तपाकयित संशोधन करने का निर्णय किया है।

अब, अतः, उक्त अधिनियम की धारा 11 ए० की उपधारा (2) में प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार जिस तिथि से यह अधिसूचना भारत के राजपत्र में प्रकाशित होगी उस तिथि से दिल्ली की उक्त बृहद योजना/क्षेत्रीय विकास योजना में निम्नलिखित संशोधन करती है मामतः—

संशोधनः—

"क्षेत्र डी-4 में पड़ने वाली लगभग 0.70 है० (1.74 एकड़) भूमि, जो पूर्व में "आवासीय" क्षेत्र (बंगला सं०-8 महावेव मार्ग एवं बंगला नं० 64 ग्रामोद्योग मार्ग) (उत्तर में 36.6 मीटर) (120 फुट) चौड़े ग्रामोद्योग मार्ग, पश्चिम में "सामाजिक एवं सांस्कृतिक संस्थान उपयोग" (विश्ववासलन योगाश्रम) एवं दक्षिण में "आवासीय क्षेत्र" 80 फुट चौड़े महावेव मार्ग से पृथक होता है से घिरी है, का भूमि उपयोग "आवासीय" से "सार्वजनिक एवं ग्रामीण सार्वजनिक सुविधायें (अस्पताल एवं सामाजिक एवं सांस्कृतिक संस्थान) में परिवर्तित किया जाता है।

[सं० के-13011/25/80-डी सी-II ए]

कृष्ण कुमार मक्तेना, ईन्क अधिकारी

MINISTRY OF WORKS AND HOUSING

New Delhi, the 8th January, 1982

S.O. 199.—Whereas certain modifications, which the Central Government proposes to make in the Master Plan for Delhi/Zonal Development Plan regarding the areas mentioned

hereunder were published with notice No. F. 16/2480-MP dated 25-7-1981 in accordance with the provision of the Section 44 of Delhi Development Act, 1957 (61 of 1957) inviting objections and suggestions as required by sub-Section 3 of Section 11A of the said Act, within 30 days from the date of said notice;

And whereas the Central Government after considering the objections and suggestions received, has decided to make the said modification in the Master Plan for Delhi/Zonal Development Plan;

Now, therefore, in exercise of the powers conferred by said, Sub-section (2) of Section 11A of the said Act, hereby makes the following modifications in the said Master Plan for Delhi/Zonal Development Plan from the date of publication of this Notification in the Gazette of India, namely :

MODIFICATION

"The land use of an area measuring about 0.70 hectare (1.74 acres) falling in zone D-4 and surrounded by 'residential area' (Bungalow No. 8, Mahadeo Road and Bungalow No. 64, Ashoka Marg) in East, 36.6 mtrs. (120 ft) wide Ashoka Marg in North, 'Social and Cultural Institutional' use Vishwayatan Yoga Ashram in West and 'residential Area' (segregated by 80 ft. wide Mahadeo Road) in South is changed from 'residential' to public & semi-public facilities' (Hospital-cum-Social and Cultural Institutions)."

[No. K-13011/25/80-DD/IIA]

K. K. SAXENA, Desk Officer.

दिल्ली विकास प्राधिकरण

नई दिल्ली, 7 जनवरी, 1982

का० प्रा० 200.—दिल्ली विकास अधिनियम 1957 की धारा 22 की उपधारा (4) की व्यवस्थाओं के अनुसरण में दिल्ली विकास प्राधिकरण निम्नलिखित अनुसूची में उल्लिखित भूमि केन्द्रीय सरकार को निवर्तन हेतु वापिस करता है जो केन्द्रीय सरकार को आगे दिल्ली नगर निगम के जल सम्भरण एवं मल व्ययन संस्थान को आर०मी०सी कुओं के निर्माण के लिये हस्तान्तरित करने हेतु चाहिये।

अनुसूची

जगभग 6 बीघे और 12 बिस्वे माप का भूमि खण्ड जो विराग जमूनी में खसरा नं०-50 मिन में स्थित है और जिसकी सीमायें निम्न लिखित हैं :—

उत्तर में : सड़क
दक्षिण में : खसरा नं०-50 मिन का कृषि क्षेत्र।
पूर्व में : —वही—
पश्चिम में : —वही—

[सं० टी०एन०-2(221)/73]

ह० (र०पठनीय)

सचिव, दिल्ली विकास प्राधिकरण

DELHI DEVELOPMENT AUTHORITY

New Delhi, the 7th January, 1982

S.O. 200.—In pursuance of the provisions of Sub-Section (4) of Section 22 of the Delhi Development Act, 1957, the Delhi Development Authority replaces at the disposal of the Central Government, the land described in the schedule below, which is required by the Government for further transfer to the Water Supply and Sewage Disposal Undertaking of the Municipal Corporation of Delhi for the construction of R.C.C. Wells.

SCHEDULE

Piece of land measuring about 6 bighas 12 biswas situated in Chiragh South bearing Kh. No. 50 min and bounded as under :—

North	Road
South	Cultivated field of Kh. No. 50 Min.
East	—do—
West	—do—

[No. TN. 2(221)/73]

(Sd.) Illegible

Secy. Delhi Development Authority

दिल्ली विकास प्राधिकरण

सूचना

नई दिल्ली, 23 जनवरी, 1982

का० प्रा० 201.—दिल्ली विकास अधिनियम, 1957 (1957 की संख्या 61) की धारा 11 के अन्तर्गत सूचना :—
एतद्वारा सूचना दी जाती है कि :—

(ए) केन्द्रीय सरकार ने दिल्ली विकास अधिनियम, 1957 (1957 की संख्या 61) की धारा 9 को उपधारा (2) के अन्तर्गत क्षेत्र जो 10 (मादीपुर) हेतु क्षेत्रीय विकास चित्र को अनुमोदित कर दिया है।

(बी) उक्त अनुमोदित चित्र की प्रति दिल्ली विकास प्राधिकरण के इन्टरप्रैट इस्टेड, नई दिल्ली स्थित कार्यालय विकास मंत्रालय में किसी भी कार्यशील दिवस को 11.00 बजे (पूर्वा०) से 3.00 बजे (प्रप०) तक के दौरान देखी जा सकती है।

[सं० एफ० 4 (18)/66-एम० पी०]

नाथुराम, सचिव,

DELHI DEVELOPMENT AUTHORITY

NOTICE

New Delhi, the 23rd. January, 1982

S.O. 201.—Notice under Section 11 of the Delhi Development Act, 1957 (No. 61 of 1957). Notice is hereby given that :—

(a) The Central Government have under Sub. Section (2) of Section 9 of the Delhi Development Act, 1957 (No. 61 of 1957), approved the Zonal Development Plan for Zone G-10 (Madipur).

(b) A copy of the plan as approved may be inspected at the office of the Delhi Development Authority, Vikas Minar, Indraprastha Estate, New Delhi-1 between the hours of 11 A.M. and 3.00 P.M. on all working days.

[File No. F. 4(18)/66-MP]
NATHU RAM, Secy.

- संघार मंत्रालय

(डाक-तार बोर्ड)

नई दिल्ली, 4 जनवरी, 1982

क्रा० प्र० 202.—स्थायी आदेश संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किये गये भारतीय तार नियम, 1951 के नियम 434 के खंड III के पैरा(क) के अनुसार डाक-तार महानिदेशालय ने अखिल भारतीय टेलीग्राफ क्षेत्र में दिनांक 16-1-82 से प्रमाणित दर प्रणाली लागू करने का निर्णय किया है।

[संख्या 5-24/81-पी.एच.बी.]

आर० सी० कटारिया,

महायक महानिदेशक (पी०एच०बी०)

MINISTRY OF COMMUNICATIONS

(P&T Board)

New Delhi, the 4th January, 1982

S.O. 202.—In pursuance of para(a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Posts and Telegraphs, hereby specifies 16-1-1982 as the date on which the Measured Rate System will be introduced in ALIBAG Telephone Exchange, Maharashtra Circle.

[No. 5-24/82-PHB]

R. C. KATARIA, Asstt. Director General (PHB)

अम संघालय

आदेश

नई दिल्ली, 26 नवम्बर, 1981/1 दिसम्बर, 1981

क्रा० प्र० 203.—केन्द्रीय सरकार की राय है कि इससे उपलब्ध अनुसूची में विनिर्दिष्ट विषय के बारे में सिंगरेनी कोलियरीज कम्पनी लि० केल्डमल्ली, प्रभाग-II के प्रबन्धतन्त्र से सम्बद्ध एक औद्योगिक विवाद नियोजको और उनके कर्मचारियों के बीच विद्यमान है;

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिये निर्दिष्ट करना बांछनीय सम्भवती है;

अतः, केन्द्रीय सरकार, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7-क और धारा 10 की उपधारा (1) के खंड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, एक औद्योगिक अधिकरण गठित करती है, जिसके पीठासीन अधिकारी श्री बी० प्रसाद राव होंगे, जिसका मुख्यालय हैदराबाद में होगा और उक्त विवाद को उक्त अधिकरण को न्यायनिर्णयन के लिये निर्दिष्ट करती है।

अनुसूची

"क्या सिंगरेनी कोलियरीज कम्पनी लि० के प्रबन्धतन्त्र द्वारा श्री बसुल खासिम को ठक मरम्मत करने वाले फिटर के रूप में पदोन्नत करवाना व्यावहारिक है? यदि नहीं, तो कर्मकार किस अनुसूची का हकदार है?"

[स० एस०-210128/81-बी०-4बी०]

MINISTRY OF LABOUR

ORDER

New Delhi, the 26th November/1st December, 1981

S.O. 203.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Singareni Collieries Company Limited, Bellampalli, Division-II, and their workmen in respect of the matter specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri B. Prasada Rao, shall be the Presiding Officer with headquarters at Hyderabad and refers the said dispute for adjudication to the said Tribunal.

THE SCHEDULE

Whether the management of S.C. Co. Ltd. is justified in not promoting Shri Abdul Khasim as Tub-repairing Fitter? If not, to what relief is the workman entitled?

[No. L-21012(8)/81-D.IV(B)]

New Delhi, the 8th January, 1982

S.O. 204.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the management of Mohanpur Colliery of Salanpur Sub-Area of Eastern Coalfield Limited and their workmen, which was received by the Central Government on the 31st December, 1981.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
AT CALCUTTA

Reference No. 30 of 1978

PARTIES:

Employers in relation to the management of Mohanpur Colliery of Salanpur Sub-Area of Eastern Coalfields Limited,

AND

Their Workmen.

APPEARANCES:

On behalf of Employers—Mr. A Choudhury, Counsel, with Mr. M. N. Kar, Counsel.

On behalf of Workmen—Mr. A. K. Lal Gupta, Counsel.

STATE: West Bengal.

INDUSTRY: Coal.

AWARD

This is a reference under Section 10 of the Industrial Disputes Act, 1947. It has been sent to this Tribunal by the Central Government on the basis of its Order No. L-19012 (25)/76-D-III(B)/D-IV(B) dated 20th March, 1978. The industrial dispute is between the management of Mohanpur Colliery of Salanpur Sub area of Eastern Coalfields Ltd., inafter described as the "Colliery" and D. K. Sanyal who worked in the colliery. This reference has got to be read with Section 2A of the Industrial Disputes Act as decided earlier. The subject matter of dispute for adjudication is as follows:

"Whether the action of the management of Mohanpur Colliery of Salanpur Sub-Area of Eastern Coalfields Limited in dismissing Shri D. K. Sanyal from his service with effect from 6th February, 1976 is justified? If not, to what relief is the concerned workman entitled?"

2. The case of the workman is that he was working as Bonus/General clerk in Mohanpur colliery. On 27th June, 1975 he was given a chargesheet and a letter of termination of service simultaneously. The said chargesheet was motivated arising out of grudge of the Managing Director, as he brought certain mal-practices of his before the proper authorities. The workman demanded documents for preparation of his defence but no reply was given. The termination letter along with the chargesheet indicated that the case was prejudged and the enquiry would be a shame one. Due to union activities the workman was victimised and his services has been terminated. Before the enquiry proceeding he was not

supplied with list of documents, names of witnesses and depositions of witnesses at the enquiry. The entire enquiry was conducted behind his back. The enquiry was not a bona-fide one but a mere eye wash. The allegation made in the chargesheet was false. The workman was not given reasonable opportunity for his defence. The order of dismissal was without authority. The Manager of Salanpur Sub-area had no authority to proceed with enquiry into the chargesheet. The Enquiry Officers were biased persons. In short, the allegation of the workman is that the chargesheet is bad, the domestic enquiry was unfair, the Enquiry Officers were biased and the order of dismissal was illegal.

3. The case of the colliery in the written statement is that the concerned workman was a casual worker. As no work was available for casual worker no work could be given to him on and from 27th June, 1975. As some works done by the concerned workman during his employment amounted to gross misconduct, a chargesheet was issued to him on 27th June, 1975. A reply was given by D. K. Sanyal but as the management was not satisfied with the same, it was decided that an enquiry should be held into the affairs and so an enquiry committee was constituted and the enquiry was held, but in spite of giving sufficient opportunity, the delinquent did not appear at the enquiry to defend himself. The workman refused to attend the enquiry. In the circumstances the enquiry was conducted ex-parte against him. Witnesses were examined by the Enquiry Officers. Evidence both oral and documentary was considered and ultimately the alleged misconduct was proved against D. K. Sanyal. After this finding there could be no question of against employing him as casual worker even if casual work was available in future. The enquiry report was duly placed before the management and the management agreed with the finding of the Enquiry Officer about the misconduct of the delinquent. Consequently an order of dismissal was passed on 6th February, 1976. The order of dismissal on proved misconduct was justified although he was a casual worker, as the misconduct was committed by him while he was in the employment of the colliery. It has been denied from the side of the colliery that the chargesheet was motivated or there was any grudge of the Managing Director or that no reasonable opportunity was given to the workman for proper defence or that the workman was victimised. In short, the case of the colliery is that the chargesheet was bona-fide and issued by proper authority and that the enquiry held was fair, and legal and that the order of dismissal was proper and with authority. The material allegations of the workman have been denied and challenged by the colliery.

4. At the instance of Mr. A. Choudhury, learned Counsel appearing on behalf of the colliery a preliminary issue was raised for decision. The submission of Mr. Choudhury was that when the enquiry and the matter relating to the enquiry have been challenged in this case regarding the authority for issuing chargesheet, the order of dismissal and the fairness of the enquiry, these questions should be first decided so that in case the enquiry is found bad or illegal then the colliery might get a chance of adducing independent evidence to prove the allegations made in the chargesheet. As agreed to by both the sides, the validity of the chargesheet, the fairness of the enquiry and its legality and the validity of the order of dismissal were heard as preliminary issues.

5. Mr. A. Choudhury, learned Counsel with Mr. M. N. Kar, Counsel appeared on behalf of the colliery and Mr. A. K. Lal Gupta learned Counsel appeared for the concerned workman D. K. Sanyal.

6. Regarding the preliminary points raised as mentioned above, the concerned workman who gave evidence previously in connection with other points was recalled for his evidence on these points. On the side of the colliery two witnesses have been examined. Several documents have been exhibited on both the sides.

7. The first contention of Mr. Lal Gupta is that the chargesheet served on the delinquent was not bona fide and it is motivated for the union activities of the delinquent and his quarrel with the Manager against whom he lodged complaints. In this connection Mr. Lal Gupta has submitted that the Sub-area Manager who issued the chargesheet had no jurisdiction to do so. The chargesheet has been marked Ext. M-1. It runs as follows :

"COAL MINES AUTHORITY LTD.

Office of the Sub-Area Manager ;
Salanpur Sub-Area,
P. O. Salanpur,
District Burdwan, W.B.

Ref. No. SIN/PER/75/Conf.[Personal]3 Dated 27-6-1975.
Sri D. K. Sanyal,
Casual Worker,
Mohanpur Colliery.

CHARGE-SHEET

It is reported by the Group Accounts Officer, Salanpur Sub-Area that in the month of November, 1973 you were deputed to make advance payment to over burden removers against the Bonus for Q.E. September, 1973. On verification and thorough enquiry it reveals that after final payment were made you did not come to submit the final account in spite of repeated instruction by the Manager and in the meantime it also transpires that three Bonus Registers which you were handling were found missing.

From the statement made by you it also revealed that you have not actually paid advance amounting to Rs. 860.60 (eight hundred sixty and paise sixty) to the staff and workmen concerned. Cash balance amounting to Rs. 60 (Sixty) was also not deposited with the Cashier of the colliery.

After final payment of Bonus for the said Quarter Ending it also revealed that unpaid amount of Rs. 254.92 (two hundred fifty four and paise ninety two) was with you and not deposited with the Cashier.

The amount of Rs. 274.00 (Rupees two hundred seventy four) duly realised from the workmen and staff was also not deposited by you with the Cashier.

Further it revealed that Rs. 113.00 (Rupees one hundred thirteen) was shown as payment but on enquiry it transpires that the amount of Rs. 113.00 was not actually paid to the concerned workman though shown by you.

You did not deposit the value of revenue stamp amounting to Rs. 28.50 (twenty eight and paise fifty) which you recovered the amount from the workers at the time of payment but you did not deposit with the Cashier.

Your such acts are misconduct for dishonesty in connection with Employer's business and property under Section 17(i)(a) of the Coal Mines Model Standing Order. Please explain within 48 hours of receipt of this chargesheet why disciplinary action should not be taken against you.

Sd/- Illegible.
Sub-Area Manager".

It is signed by the Sub-Area Manager. From the evidence of D. K. Sanyal we get that Mohanpur colliery is under Salanpur Area and under this colliery admittedly D. K. Sanyal worked. He says that as he was working under the Manager of the colliery he was authorised to issue chargesheet. He says that Sub-Area Manager is above the Manager of the colliery. It appears from several exhibits in this connection that whenever there was any grievance the union and the workman wrote to the Sub-Area Manager of Salanpur Sub-Area. Ext. W. 11 dated 3rd January, 1975 says that the concerned workman wrote a letter to the Sub-Area Manager for regularising him in the service. Ext. W-12 dated 7th January, 1975 also shows that the Joint Secretary of some Union writes to Sub-Area Manager relating to some cases of D. K. Sanyal. There is no dispute before me also that the Sub-Area Manager of Salanpur Sub-Area controls and supervises the colliery with which we are concerned. In the facts and circumstances I, therefore, find that the Sub-Area Manager had authority to issue the charge-sheet levelled against the concerned workman. I find no reliable evidence to hold that Sub-Area Manager had no authority to issue charge-sheet.

8. When the Sub-Area Manager issued the chargesheet, I can not hold that the said chargesheet is ill motivated or mala fide even if there was any quarrel between the Manager of the colliery and the concerned workman or even if there be any grudge or ill feeling of the Manager against the said workman. It is to be noted that in the written statement on behalf of the workman it is stated that the quarrel was between the workman and the Managing Director. Manager of the colliery is not mentioned there. There is no evidence that the Sub-Area Manager was influenced, biased or had

any ill motive in the matter of issuing the chargesheet. There is no occasion for him to entertain any ill feeling or bad motive against the delinquent. My attention has been drawn to the fact that along with the issuance of the chargesheet a letter was written to D. K. Sanyal stating that as he was a casual worker and as no job was available for giving to a casual worker it was not possible to engage him for any job for the present. This was signed by the Sub-Area Manager. This was not a letter of termination of service as alleged by Sanyal. Whatever the fact may be, even if a casual worker doing work temporarily commits some misconduct there is no bar to starting an enquiry against him to find out whether he is guilty or not so that in future he might not be engaged even as casual worker. If any casual worker is sought to be stamped as a delinquent committing some misconduct it is fair and proper that an enquiry should be held to ascertain the correctness of the allegations made against him. In my view he issuance of Ext. W-21 the letter dated 27th June, 1975 intimating the delinquent that no job was available at that time does not help the workman. I do not think that from this letter I should infer that the chargesheet was mala-fide; rather the issuing of chargesheet would show that the management wanted to know whether the allegations against the delinquent was correct or not. In this view of the matter I must hold that the chargesheet was legally issued under proper authority and that it was a bona fide chargesheet.

9. The next contention urged by Mr. Lal Gupta regarding the chargesheet is that it was vague and that D. K. Sanyal could not understand what the charges against him were. Towards the examination-in-chief when he was examined on 21st April, 1981 he stated that he could not follow the chargesheet. The chargesheet has been marked Ext. M-1. I have gone through the chargesheet several times and I find that the statements are very simple and no vagueness is there. Facts are clearly stated there. In reply to the chargesheet D. K. Sanyal gave a reply and that has been marked Ext. M-2. This explanation to the chargesheet is signed by D. K. Sanyal himself in English. Reading the explanation there can be no doubt that he well understood the contents of the chargesheet and their implications. There is nothing in this explanation to indicate that he did not understand any of the allegations made in the chargesheet or that any part of the chargesheet was vague to him. I thoroughly disbelieve the evidence of the delinquent when he says in cross-examination that he could not understand what were the allegations against him or that he understood only the allegation about Rs. 60. I have also marked the demeanour of this witness and I find that he is not a straight forward and truthful witness. In the written statement also there is no indication that the chargesheet was vague to him or that he did not understand the allegations made therein. Even in the reply to the chargesheet he did not say that any part of the chargesheet was vague. The story of vagueness set up on the side of the workman is thoroughly unacceptable.

10. The next point that has been canvassed before me from the side of the workman is that the enquiry was not fair as D. K. Sanyal did not get any opportunity to inspect the documents of accounts on which the allegations have been made in the chargesheet. It has been further argued that for not getting an opportunity to inspect the documents he could not defend himself. D. K. Sanyal during examination has stated that he submitted some accounts on 17th July, 1974 and for that he has receipt with him. He also submitted some accounts book namely, Bonus registers and for that also he holds receipt. He has stated that he wrote a letter asking for papers of enquiry and the copy of that letter has been marked Ext. W-26. This is dated 9th February, 1976. This letter was written after the domestic enquiry was held and in this letter he requested the Sub-Area Manager to give him the copy of the entire domestic proceedings. The workman does not himself says anywhere that besides this request for the copy of the entire proceedings he wanted to have inspection of any other document before the enquiry proceedings either for his self-defence or otherwise. This demand for copy of the entire proceeding would not have helped him for his defence at the domestic enquiry. My attention has been drawn by Mr. Lal Gupta to the explanation of D. K. Sanyal in reply to chargesheet. That explanation as already stated has been marked Ext. M-2. Here towards the end of the letter D. K. Sanyal has stated that in view of the management's letter showing inability to give job to him as casual labourer in Ext. W-21 he was not in a position to give the detailed answer to the chargesheet without

going through the papers and registers. In this letter he does not want copies of those papers, or inspection of those papers but he wants reinstatement in his job and he has clearly stated that unless he is reinstated he cannot give answer. The plea of the delinquent there is that unless he is reinstated he cannot give reply to the charges. This plea is certainly not bona fide plea but a sort of pressure upon the management to reinstate him threatening that unless reinstated he cannot give answer to the charges. This letter is not a bona fide one. In this connection I may refer to Ext. M-4, a letter written by D. K. Sanyal in reply to a letter of the Sub-Area Manager which was a notice of enquiry stating the date of enquiry and assuring him that he would be given full opportunity to cross-examine the management's witness and to examine his witnesses. D. K. Sanyal has stated in Ext. M-4 that since he was not being allowed to resume his duties the proposed domestic enquiry was absolutely uncalled for and that he did not desire to attend the enquiry. This letter also shows that he insisted upon getting his job or rather allowing him to work in the colliery otherwise he was not going to attend the enquiry. The last sentence but one in that letter has made the position clear. It says, "If however you want me to participate in the purported enquiry I may do so, if the order of my illegal discharge is lifted and I am allowed to resume my duties forthwith". This letter is dated 12th July, 1975 before the enquiry. The attitude of the delinquent has become crystal clear. He was determined not to participate in the enquiry unless he was allowed to work. This is not a bona fide attitude and action on the part of the delinquent. In this case the delinquent deliberately avoided enquiry and I must say that he did not like to defend himself in the enquiry as against the allegations made in the chargesheet. The contention raised by Mr. Lal Gupta is rejected.

11. The next point Mr. Lal Gupta dealt with is that the Enquiry Officer did not come to a fair decision. In this connection Mr. Lal Gupta wanted to say that some of the witnesses of the enquiry were Officer higher in status than the enquiry officers themselves and therefore they were not in a mood to dis-believe them. Next it was stated by Mr. Lal Gupta that as there was no Presenting Officer on behalf of the company the Enquiry Officers must have acted as Presenting Officer on behalf of the Company and examined them which he ought not to have done. Lastly, the contention of Mr. Lal Gupta in this connection was that the findings of the Enquiry Officer were not just and correct. In this case a Board of Enquiry was constituted consisting of two Officers; one was MW-1 Parikhit Sinha and the other was M. Mazumdar. According to the evidence of MW-1 he and M. Mazumdar were appointed and conducted the domestic enquiry. Both of them were present at the enquiry but MW-1 recorded the proceedings and as a token thereof he alone gave the signature. The records of the proceedings consisting of the statement of witnesses as well as the papers of accounts and other papers produced by the witnesses have been collectively marked Ext. M-8. The Report and the findings of the enquiry were signed by both Parikhit Sinha and M. Mazumdar and that has been marked Ext. M-9. Ext. M-3 is the notice of enquiry sent to the delinquent and signed by the Sub-Area Manager. In this notice it has been stated that the enquiry would be conducted by Parikhit Sinha and M. Mazumdar. In reply to this notice the delinquent wrote a letter which has been marked Ext. M-4. In this letter there has been no objection to the appointment of the Enquiry Officers. Before me also there is no evidence from the side of the workman challenging the appointment of two enquiry officers. In this view of the matter there can be no doubt that the Enquiry Officers were duly appointed by the Sub-Area Manager under due authority and the appointment was legal.

12. There is no denying the fact that the delinquent did not attend the enquiry in spite of due notice. Several witnesses were examined at the enquiry, some of them were Officers higher in rank than the Enquiry Officers. Simply because some of the witnesses were higher officers it cannot be said that the Enquiry Officers when deciding the allegations will blindly accept the evidence of those officers. I have gone through the entire proceedings of the enquiry including the documents which were marked exhibits at the enquiry. The statement of the witnesses were duly recorded at the enquiry and the signature of the witnesses were also taken on the records. Several documents which were very

much relevant for the purpose of the enquiry were marked exhibits. I do not find any valid ground for holding that the Enquiry Officers were biased in any manner or that they blindly accepted the evidence of the higher officers examined at the enquiry.

13. Regarding the grievance of Mr. Lal Gupta in respect of the Prosecuting Officer the evidence of MW-1, one of the Enquiry Officers, is that nobody was present at the enquiry to conduct the case on behalf of the management but the witnesses came and brought the documents. Going through the records I find that as Enquiry Officer the MW-1 recorded the statement of the witnesses who came on behalf of the management and marked the documents produced by them as exhibits. My attention was drawn to a question put to the witness P. C. Roy. Here the Enquiry Officers on taking the statement of the said witness wanted to know whether the witness considered the delinquent to be guilty and responsible for the misappropriation of the alleged fund and the Officer's answer was in the affirmative. Mr. Lal Gupta wanted to say that the Enquiry Officers relied upon the statement of this witness regarding the guilt and, therefore, the findings arrived at could not be said to be independent and correct. The finding will show that the Enquiry Officers did not rely on the opinion of the witness but came to their finding independently on evidence.

14. Regarding the propriety or correctness of the findings of the Enquiry Officers and the independent judgement of the Enquiry Officers I do not place any importance to this question put to the witness P. C. Roy as mentioned by Mr. Lal Gupta. I have gone through the records of the entire proceedings as well as the papers exhibited at the enquiry and considered by the Enquiry Officers marked Ext. M-9. The report of the Enquiry Officers marked Ext. M-9. The report is a long one consisting of 12 pages giving the nature of evidence given by the witnesses and also the documents examined by them. There has been fair and considerable discussion about the evidence collected at the enquiry. Fair and detailed reasons have been given in support of their finding of guilt against the delinquent. By no stretch of imagination can it be stated that the finding of the Enquiry Officers are biased, unfair, illegal or without any basis. On the contrary, I am satisfied that the Enquiry Officers took much pains to consider the evidence at the enquiry and discussed the case at length to come to their conclusion. The finding in my view is very much reasonable, unbiased, fair and correct on the basis of evidence. I must say that at no point of time did the Enquiry Officers acted as Presenting or Prosecuting Officers or on behalf of the management at the enquiry.

15. The last point taken by Mr. Lal Gupta on behalf of the workman is that the order of dismissal was without authority. The order of dismissal has been marked Ext. M-7. This is dated 6th February, 1976 addressed to D. K. Sanyal and signed by Sub-Area Manager. Mr. Lal Gupta has argued that the Sub-Area Manager has no authority to dismiss an employee or worker. On this point there is no positive evidence on the side of the workman. MW-2 K. K. Bakshi has produced a circular dated 17th June, 1974 regarding the delegation of power and that has been marked Ext. M-10 with enclosure. That circular was brought from the office records of enquiry and connected papers, the document of delegation of powers in item No. 5 regarding the disciplinary action that the Sub-Area Manager has full powers to take disciplinary action except dismissal against Wage Board categories under his control and that approval of AGM is necessary in case of dismissal/discharge by him. In the letter of dismissal, Ext. M-7, it is stated that on perusal of the records of enquiry and connected papers, the document of accounts and findings of the Enquiry Officer D. K. Sanyal was found guilty of the charges levelled against him beyond doubt. It was further stated that considering the serious and grave nature of misconduct committed D. K. Sanyal merited the punishment of dismissal. It has been clearly stated that on the approval of the dismissing authority D. K. Sanyal was dismissed by the letter Ext. M-7 from service with immediate effect. In this letter there is clear mention that the Sub-Area Manager was dismissing D. K. Sanyal after the approval being obtained from dismissing authority and the dismissing authority we have seen in Ext. M-10 was AGM. In the absence of any evidence to the contrary I must hold in this case that D. K. Sanyal was legally dismissed by the letter Ext. M-7 written by the Sub-Area Manager after obtaining the approval of the proper dismissing authority.

16. I have given my best consideration to the facts and circumstances of this case and the evidence on record. I have no doubt at all that the enquiry was legally held and fairly conducted giving all opportunities to the delinquent D. K. Sanyal for his self-defence, that he did not deliberately avail himself of any opportunity to defend himself and to attend the enquiry, that the enquiry was held legally and according to the principles of natural justice, that the findings of the Enquiry Officers are reasonable, fair and based upon evidence and that the order of dismissal was legal, proper and the only suitable punishment against the delinquent in view of the grave charges proved.

17. Consequent to my findings mentioned above, I do not think that any other question is to be decided in this reference. The question as to whether the workman is casual or regular employee does not require to be determined in view of the order of dismissal from service whatever its nature may be. Following my decision that the order of dismissal is perfect, legal and justified the workman can get no relief in this case. The case is thus disposed of by the award as indicated.

Dated, Calcutta,

The 21st December, 1981.

R. BHATTACHARYA, Presiding Officer

[No. L-19012(25)/76-D.IV(B)]

New Delhi, the 8th January, 1982

S.O. 205.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the management of Tilaboni Colliery of M/s. Eastern Coalfields Limited and their workmen, which was received by the Central Government on the 4th January, 1982.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 33 of 1980

PARTIES :

Employers in relation to the management of Tilaboni Colliery of M/s. E. C. L.

AND

Their Workmen

APPEARANCES :

On behalf of Employers—Mr. N. Das, Advocate.

On behalf of Workmen—Mr. Jagannath Pandey, Vice-President of the Union.

STATE : West Bengal

INDUSTRY : Coal Mining.

AWARD

This reference under Section 10 of the Industrial Disputes Act, 1947 has been sent to this Tribunal by the Government of India under its Order No. L-19012(44)/79-D.IV(B) dated 26th May, 1980 for adjudication of an industrial dispute between the management of Tilaboni Colliery of Eastern Coalfields Ltd., hereinafter referred to as the "Colliery" and its workmen represented by the General Secretary, Khan Shramik Panchayat, hereinafter described as the "Union", in the following terms :

"Whether the action of the management of Tilaiyati Colliery of M/s Eastern Coalfields Limited, Post Office Ukara, District Burdwan in refusing employment to the workmen (Listed in Annexure) with effect from August, 1976 is justified. If not, to what relief are the concerned workmen entitled.

ANNEXURE

1. Ram Majhi.
2. Kartik Kora.
3. Samar Kora.
4. Subal Kora.
5. Anil Kora.
6. Kuraram Kora.
7. Kalachan Manjhi.
8. Genu Ruidas.
9. Samshed Mia.
10. Himai Bagti.
11. Sisir Bouri.
12. Dharma Bagti.
13. Sibban Bagti.
14. Shyam Bagti.
15. Lakhan Bagti.
16. Biswanath Roy Choudhury.
17. Sarath Bouri.
18. Mahash Ram.
19. Pathu Ruidas.
20. Jebra Ruidas.
21. Rahan Mukherjee.
22. Baldeo Rajbhar.
23. Mahabir Khan.
24. Bahadur Ruidas.
25. Kesondeo Singh.
26. Sucha Singh.
27. Bambari Jasowara.
28. Hari Lal Prasad.
29. 1 No. Suresh Prasad.
30. Rakhu Prasad.
31. Chandri Prasad.
32. Lalji Prasad.
33. Chabu Yadav.
34. Narayan Ch. Das.
35. Balaswar Show.
36. Amrit Paswan.
37. Tabak Show.
38. Surendra Show.
39. Shewdhari Harijan.
40. Sukuib Ram.
41. Dilip Kr. Das.
42. Surendar Ram.
43. Ram Prabesh Ram.
44. Gubta Nath Ram.
45. Bipra Patra.
46. Parimal Banerjee.
47. Raghu Jana.
48. Mohan Yadav.
49. Banshidhar Shaw.
50. Balaram Show.
51. Fatik Bouri.
52. 2 No. Suresh Prasad.
53. Bachan Singh.
54. Narayan Singh.
55. Ram Brig Singh.
56. Sarju Singh.
57. Jogendra Singh.
58. Mira Show.
59. Kailas Das.
60. Jangli Das.
61. Handalal Rabidas.
62. Hanick Bagti.
63. Naru Bagti.
64. Hira Bagti.
65. Muchi Ram Bagti.
66. Shankar Bagti.
67. Mohan Yadav.
68. Kato Salikh.

69. Pabitra Singh.
70. Susil Tal.
71. Narayan Tali.
72. Nasir Uddin Mia."

2. Both the parties in this case appeared and filed their written statements. The case of the workmen appearing in the written statement is that the workmen mentioned in the Schedule to the Reference were employed by the colliery and they had put in service for two to five years. The colliery did not pay wages for the months of June and July, 1976 and the bonus payable to them was withheld. The workmen pressed for the payment of legitimate dues and this annoyed the management and as a result thereof the colliery refused to take them into employment from August, 1976. The workmen were wagon loaders and they worked faithfully and satisfactorily. On 1st August, 1976 the workmen were told by the authorities of the colliery that they would not be given any work. For this no notice or chargesheet was given to the workmen and no enquiry was held. This refusal of employment amounted to the termination of service of the workmen which was wrongful and unlawful. After this refusal of employment of workmen the colliery employed fresh hands in their places. This refusal of work to the concerned workmen was an act of unfair labour practice and mala fide. The colliery had ulterior motive. The prayer in the written statement is that there should be reinstatement of the workmen with retrospective effect with full back wages and other benefits.

3. In the written statement filed by the colliery it has been stated that out of the workmen mentioned in the Schedule to the Reference 54 persons are known to the employers. During the period from March 1976 onwards there was huge accumulation of coal stock in the colliery siding at Kumardih and during the hotter months of the year the said stock of coal was exposed to natural ignition due to heat. To cope with this situation and for this extra job of loading coal in the wagons, the management was in need of engaging extra hands on the spot and 80 persons were engaged for the said purpose for temporary measure and 54 persons named in the Annexure to the written statement included in that number. These persons were engaged exclusively for handling the said job of clearing accumulation which required a number of days. The 54 persons mentioned by the colliery worked for days as stated against their names in Annexure A to the written statement. After July 1976 the accumulation was cleared and there was no further need of the extra hands taken including the 54 persons already mentioned when the monsoon started and as such the persons engaged temporarily as casual were not given works as there was no necessity for them. In these circumstances the persons recruited by the colliery temporarily can have no reason to complain. In the rejoinder filed as against the written statement of the Union it has been stated that the persons so employed temporarily did not put in service ranging from two to five years as alleged. The persons engaged temporarily were recruited as floating workers and they were paid all their dues including bonus upto July, 1976. There was no case of victimisation or unfair practice.

4. At the time of hearing Mr. I. N. Pandey, Vice-President of the Union appeared on behalf of the workmen and Mr. N. Das, learned Advocate represented the colliery. The contention of Mr. Pandey was that the concerned workmen mentioned in the order of reference were all regular and permanent employees of the colliery and worked for a period ranging from two to five years. On 1st August, 1976 when they reported for duty with mala fide, intention the authority of the colliery refused to allow them to work. This was due to the fact that the workmen demanded fair wages and particularly they wanted payment of wages for two months, June and July and also the bonus due to them. Mr. Pandey's contention is that this refusal to give work to the workmen was a sort of dismissal of the workmen from service and this was done without giving the workmen a chance to defend themselves. There was no allegation of misconduct on the part of the workmen. Mr. Das, on the other hand, has contended that as there was heavy accumulation of coal at the siding of the colliery and due to the summer season as there was every chance of ignition of coal and danger, the authority temporarily engaged a number of workmen to dispose of the accumulation during the summer period and those recruitments were casual and temporary in nature. So long as there was necessity of clearing the accumulation the casual

workers were engaged and when there was no work they could not be engaged. It has been contended by Mr. Das that the story of non-payment of wages or bonus to the workmen is totally false. There is no case of mal-practice or victimisation.

5. The main question in this case is whether the persons in the Schedule to the order of Reference or any of them was regular and permanent employee of the colliery or they were recruited casually and temporarily for a particular purpose, namely for clearing the accumulation of coal from the siding as necessity arose. In this case the colliery has examined one witness and two witnesses have been examined on the side of the workmen. MW-1 is B. S. Awadh. He was the Manager of the colliery in 1976, the relevant year. He says that ordinarily at the end of January, February and March production increases. In 1976 there was heavy production and as a result thereof there was heavy accumulation of coal at the siding. Due to accumulation of coal there was every chance of heating the coal and there was chance of direct loss to the company due to the coal getting fire. For the purpose of despatch of accumulation, the colliery engaged extra hands temporarily. These persons worked and the accumulation was despatched by the end of July, 1976. He has proved the Cash book showing payment of wages to the floating labourers. This witness has denied that any worker worked from before February, 1976. Besides these floating labourers for loading the wagon, with coal, there were permanent wagon loaders. In normal days according to the evidence of MW-1 permanent wagon loaders were sufficient for loading coal. He has proved several registers. From him we also get that floating labourers used to get bonus and in fact bonus was paid to the floating labourers. Bonus registers have been filed and proved. He has denied the suggestion that wages for June and July were not paid to the floating labourers. He has asserted that the requirement of floating labourers ceased from 31st July, 1976 and there was no work for them. From the witness of the colliery we also get that no appointment letter was given to the floating labourers. The labourers were paid bonus every quarter. During cross-examination MW-1 has denied the suggestion that after July, 1976 the same amount of money spent for floating labourers earlier was spent.

6. Regarding the oral evidence on the side of the workmen, we get WW-1 Nayan Das. The evidence is that he worked there from 1974 to 1976 and used to get Rs. 2 per ton. He has stated that no appointment letter was given to the workers. During examination-in-chief the witness has stated that the workers were recruited in place of others as badli workers. Therefore, he was one of such badli workers. The witness has stated that he worked for 26 days in each of the months of June and July, 1976 and he got bonus twice. He further stated that other workers also got bonus. During cross-examination he stated at first that he used to get wages by giving thumb impression and at the next moment he stated that he did not give any thumb impression on wagesheets but on bonus papers he gave thumb impression. This is something strange and unacceptable. He does not remember when he got the bonus or what amount he received. He has admitted that for the period from 21st June, 1976 to 20th July, 1976 he got wages and he further stated that he and other workers were also paid wages for the period from 21st July, 1976 to 31st July, 1976. The witness has admitted his thumb impression appearing in page 8 of Ext. M-3, namely wagesheet for the period from 21st July, 1976 to 31st July, 1976. This shows that the workers were paid upto 31st July, 1976, the last date of their working. The story of non-payment of wages for June and July cannot therefore be accepted as correct. He has also admitted his thumb impression in Ext. M-4, the Bonus register at page 51. The story of non-payment of bonus cannot therefore be accepted. The witness has admitted that all the workers got bonus. The witness however has denied the suggestion that there was excessive accumulation of coal. He has stated that he got card for badli workers in 1975. No such card has been produced. The story of badli worker is third party's case. He stated that all the workers were engaged on the same day and that was in the year 1976. Therefore the story of employment of the workers concerned prior to 1976 is unacceptable. He stated that Manager Sahib used to supervise the work occasionally. He has clearly admitted during cross-examination that he and other workers were floating workers and that whenever works were required to be done they were engaged and he has stated that they used to be present at the siding every day for getting work and whenever

wagon used to come they were to work. If no wagon came they did not work. The evidence of this witness clearly supports the case of the colliery that there was accumulation of coal at the siding, that wagons used to come and in case wagons did not reach the workers were not engaged and they did not get any work. Clearly, therefore, the engagement of workers was casual whenever there was work.

7. Coming to WW-2 another concerned workman, I find in his evidence that the worker worked in 1975 and throughout the first seven months of 1976. He stated that he and others wanted service. The witness has also admitted that he received bonus twice. During cross-examination the witness gave evidence that he and WW-1 stated work on the same day in the colliery. According to the witness he did not get any wages for June and July, 1976. At the same time he says that he got wages for only 10 days but does not remember for which period he got wages. He also admitted that he used to get wages giving his thumb impression. He stated further that he got wages for the period from 21st June, 1976 to 20th July, 1976 and he does not remember whether he got wages from 21st July, 1976 to 31st July, 1976. The evidence of this witness is of no value. I cannot rely upon this sort of evidence.

8. In addition to the oral evidence adduced in this case, I find that several documents have been produced and proved by the colliery before this Tribunal. Ext. M-1 is the register of piece-rated workers. Exts. M-2 and M-2(a) are the attendance registers of floating wagon loaders. In these registers we find the names of the floating wagon loaders or casual labourers who were engaged for removal of accumulation. These registers show the days when the labourers attended and when they were not given any work. There is also calculation about days of work. The floating labourers were not regularly engaged. Ext. M-2 ranges from 10th March, 1976 to 20th July, 1976. Ext. M-2(a) covers the period from 21st March, 1976 to 31st July, 1976. These registers relate to the floating wagon loaders. Ext. M-3 shows wagesheets of the floating wagon loaders for the period from 21st June, 1976 to 31st July, 1976. Ext. M-4 is the bonus register for the floating wagon loaders showing payment of bonus to them for first, second and third quarters of 1976. Exts. M-5, M-6 and M-7 are the cash journals. They show that the floating labourers were paid for the days they were employed.

9. I have given my best consideration to the evidence adduced in this case both oral and documentary and I have no doubt that the evidence of MW-1 supported by reliable documents prepared in due course of business proves the case of the colliery that there was heavy accumulation of coal at the siding, that to clear the accumulation and to save it from destruction during summer period, some persons were engaged temporarily and not regularly but as casual workers for disposing of the accumulation and that after 31st July, 1976 there was no necessity for engaging those temporary and casual workers. I also find that of the list of persons given in the schedule to the order of reference only 54 persons were engaged casually as stated above and when there was no work to clear the accumulation the casual workers were not given any work. I am also satisfied that the said casual workers were floating wagon loaders as called by the colliery and were not required all at a time every day but some of them were taken one day when necessity arose and some others on some other day in case of necessity. The workers were not regular workers. The workers were never permanent or regular employees of the colliery. Floating labourers were not engaged after July, 1976. The claim of the workers that the persons mentioned in the schedule to the order of reference were regular or permanent in the employment of the colliery has been disproved. The claim is false and unacceptable. I am also satisfied from the evidence that the workers were paid up for the days they worked and bonus was also paid. There is no question of provident fund or other amenities extended to the permanent workers because these casual or floating workers were not entitled to get them. The story of arrears of wages or bonus or the termination of service is unacceptable. The workers cannot claim work against the colliery in the facts and circumstances of this case. The workmen in this case cannot get any relief whatsoever.

An award is passed accordingly.

Dated Calcutta,

The 24th December, 1981.

R. BHATTACHARYA, Presiding Officer
[No. L-19012(44)/79-D.IV(B)]
S. S. MEHTA, Desk Officer

प्रदेश

नई दिल्ली, 28 नवम्बर, 1981

कां० प्र० 296.—केन्द्रीय सरकार को राय है कि इससे उपाबद्ध धनसूची में विनिर्दिष्ट विषय के बारे में आंध्र बैंक के प्रबन्धनत्व नियोजकों और उनके कर्मचारियों के बीच एक औद्योगिक विवाद विद्यमान है ;

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णय के लिये निर्देशित करना वांछनीय समझती है ;

अतः, केन्द्रीय सरकार, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7-क और धारा 10 की अपधारा (1) के खंड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, एक औद्योगिक अधिकरण गठित करती है जिसके पीठासीन अधिकारी श्री बी० प्रसाद राव होंगे, जिनका मुख्यालय हैदराबाद में होगा और उक्त विवाद को उक्त अधिकरण को न्यायनिर्णय के लिये निर्देशित करती है ।

धनसूची

“क्या आंध्र बैंक के प्रबन्धनत्व की हैदराबाद स्थित उनके केन्द्रीय कार्यालय के संबंध में श्री युसुफ खान, उप-कर्मचारिकुन्द (डाइवर) को 11-9-78 से नपरासी के रूप में सिकन्दराबाद स्थानांतरित करने और उसे डाइवर के भत्ते से वंचित रखने की कार्यवाही न्यायोचित है ? यदि नहीं, तो संबंधित कर्मकार किस धनसूची का हकदार है ?

[सं० एल०-12012/118/81-डी०-II[ए०]]

एन० के० वर्मा, डेस्क अधिकारी

ORDER

New Delhi, the 28th November, 1981

S.O. 206.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Andhra Bank and their workmen in respect of the matter specified in the Schedule hereto annexed ;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication ;

Now therefore, in exercise of the powers conferred by section 7A, and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri B. Prasad Rao shall be the Presiding Officer, with headquarters at Hyderabad and refers the said dispute for adjudication to the said Tribunal.

THE SCHEDULE

“Whether the action of the management of Andhra Bank in relation to its Central Office at Hyderabad in transferring Shri Yousuf Khan, Sub-Staff (Driver) to Secunderabad with effect from the 11th September, 1978 as Peon and thereby depriving him Driver's allowance, is justified ? If not, to what relief is the workman concerned entitled ?”

[No. L-12012/118/81-D.II(A)]

New Delhi, the 5th January, 1982

S.O. 207.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal Madras in the industrial dispute between the employers in relation to the management of North Malabar Gramin Bank and their workman, which was received by the Central Government on the 28th December, 1981.

1178 GI/81—7

BEFORE THIRU T. SUDARSANAM DANIEL, B.A., B.L.,
PRESIDING OFFICER, INDUSTRIAL TRIBUNAL,
TAMIL NADU

(Constituted by the Government of India)

Wednesday, the 16th day of December, 1981

Industrial Dispute No. 6 of 1981

(In the matter of the dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 between the workmen and the Management of North Malabar Gramin Bank, Cannanore, Kerala State.)

BETWEEN

The workmen represented by The Secretary, North Malabar Gramin Bank Employees Union, Cannanore (Kerala).

AND

- (1) The Chairman,
North Malabar Gramin Bank,
Head Office, Cannanore (Kerala).
- (2) Thiru M. K. Kunhiraman Nambiar,
Development Officer,
C/o North Malabar Gramin Bank,
Head Office Cannanore, (Kerala),
(Impleaded as party—vide order dated 2nd September, 1981).

REFERENCE :

Order No. L-12012/121/80-D.II.A, dated 9th January, 1981 of the Ministry of Labour, Government of India, New Delhi.

This dispute coming on for final hearing on Saturday the 5th day of September, 1981 and Thursday, the 3rd day of December, 1981 upon perusing the reference, claim and counter statements and all other material papers on record and upon hearing the arguments of Thiru R. Arumugham for Thiruvallur Alayar and Dolia, Advocates for the workmen and of Thiru B. S. Krishnan, Advocate for the Management and the employee (Respondent No. 2) appearing in person and this dispute having stood over till this day for consideration, this Tribunal made the following :

AWARD

This is an Industrial Dispute between the workmen and the Management of North Malabar Gramin Bank, Head Office, Cannanore, Kerala State referred to this Tribunal for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 by the Government of India in order No. L-12012/121/80-D.II.A, dated 9th January, 1981 of the Ministry of Labour, in respect of the following issues :

Whether the action of the Management of North Malabar Gramin Bank, Cannanore by promoting Shri M. K. Kunhiraman Nambiar, Development Officer as Accountant is justified ? If not, to what relief are the other workmen entitled ?

(2) Facts leading upto the dispute are as follows : The Management is North Malabar Gramin Bank, Head Office, Cannanore, Kerala State. The Management Bank was started under the provisions of Sub-Section (1) of Section 3 of the Regional Rural Bank Act, 1976 (Act 21 of 1976). The Bank has 78 Branches in Kerala State employing about 400 employees. Under Section 17 of the Regional Rural Bank Act, 1976, the Bank may appoint number of such officers and other employees and may determine the terms and conditions of their appointment and service. The Senior Clerks/Field Assistants were directly recruited when the Bank was started in 1976. They expanded its business by opening many branches in the villages. Consequently, many vacancies arose. According to the Union, the post of Accountant is a promotion post but the Management in their counter

statement would maintain that it is a selection post. On overwhelming materials placed by the Management it is not difficult to find that the post of Accountant is only a promotion post primarily to be filled up by promoting the Senior Clerk/Field Assistant.

(3) Ex. M-10 is the circular issued by the Management Bank on 2nd January, 1979 inviting applications from Senior Clerks/Field Assistants who are working in the Management Bank to the cadre of Accountants. Even at this stage I may reject the case of the Management that the post of Accountant is only a selection post because even in Ex. M-10 the subject referred to was 'Promotions to the cadre of Accountant'. Ex. M-10 called for applications in the prescribed form routed through the proper channel, so as to reach the Head Office on or before 15th January, 1979. Paragraph (2) of Ex. M-10 lays down that the promotion test shall comprise of a written test and a viva voce and the syllabus for the written test shall comprise of Banking Law Practice, Office Circular and Schemes, General English and General Knowledge. Successful candidates in the promotion test will be placed in a promotion list and promotions will be made from the list as and when vacancies arise to the cadre of Accountant. Senior Clerks/Field Assistants who had applied to the post of promotion as Accountant sat for the written test in the Head Office on 28th January, 1979. On 9th February, 1979 the Management published a list Ex. M-13 whereunder 34 Senior Clerks/Field Assistants who have successful in the written test were called for further viva voce test scheduled to take place on 17th February, 1979 at the Head Office. It is significant to note that Sri M. Kunhiraman Nambiar was not included as one of the successful 34 candidates mentioned in Ex. M-13. The aforesaid 34 Senior Clerks/Field Assistants attended the viva voce test on 17th February, 1979. On 15th June, 1979 the Management Bank under Ex. M-17 published a list of employees who were successful in the promotion test. Under Ex. M-9 the Board of the Management-Bank resolved on 4th November, 1978 to prepare a list of at least 25 successful candidates and promote one by one to the Accountant cadre as and when vacancy arises. Only pursuant to this resolution of the Board the Management-Bank had issued the circular under Ex. M-10 calling for applications. Therefore as per the resolution of the Board, the Management-Bank has decided only to promote 25 employees as to the cadre of Accountant. But surprisingly in the list published by the Management under Ex. M-17 on 15th June, 1979, 26 persons had been selected for being promoted as Accountants. Therefore the 26th person mentioned in Ex. M-17 has not been authorised to be selected even in accordance with the resolution of the Board of the Management. It may incidentally be noted that whereas with regard to the 25 employees, their respective employment number is given but with regard to the 26th employee, namely Sri M. Kunhiraman Nambiar there is no employment number as such. Therefore even on these facts it can be easily held that Sri M. Kunhiraman Nambiar is not entitled to be promoted as Accountant by the Management-Bank and in that view the reference made by the Government of India, Ministry of Labour as to the action of the Management-Bank in promoting Sri M. Kunhiraman Nambiar as Accountant must be answered in the negative.

(4) While providing for promotion of Sri M. Kunhiraman Nambiar as an Accountant under Ex. M-17, under Ex. M-20 on 15th January, 1980 the Management-Bank has posted Sri M. Kunhiraman Nambiar as Accountant at Panathady Branch. Under clause (4) of Ex. M-20, it is mentioned that the promotion of Sri M. Kunhiraman Nambiar as an Accountant will take effect from the date of joining their Panathady Branch. Sri M. Kunhiraman Nambiar has acknowledged this order of the Management on 22nd January, 1980 vide Ex. M-21 and on 23rd January, 1980 he reported himself for duty as Accountant at Panathady Branch. As soon as Sri M. Kunhiraman Nambiar assumed as an Accountant, the Petitioner-Union has raised the present dispute on 9th February 1980 vide Ex. W-4 before the Assistant Commissioner of Labour (Central), Ernakulam challenging the posting of Sri M. Kunhiraman Nambiar as an Accountant under the Management-Bank. The Management-Bank seeks to maintain that Sri M. Kunhiraman Nambiar has been lawfully promoted as Accountant under the Management-Bank. In order to appreciate the stand of the Management which has been adopted by Sri M. Kunhiraman Nambiar it will be pertinent to set out the history of service of Sri M. Kunhiraman

Nambiar under the Management-Bank. On 7th November, 1977 the Board of the Management by Resolution No. 4, copy of which is marked as Ex. M-1 had resolved to appoint 2 or 3 Development Officers to work for the Bank in the District on a consolidated pay of Rs. 500. These Officers would be under the direct control of the Head Officer and one of the branches will be their head quarters. Their area of operation would be two taluks. But on 15th January, 1978 Sri M. Kunhiraman Nambiar under Ex. M-2 made application for the post of Officer in the Bank. On 23rd January, 1978 under Ex. M-3 the Management Bank had decided to appoint Sri M. Kunhiraman Nambiar on contract basis for a period of one year with effect from 1st February, 1978 and the terms of contract of service are detailed in Ex. M-3. Sri M. Kunhiraman Nambiar accepted the terms of contract of service vide Ex. M-4. Therefore the contract of service of Sri M. Kunhiraman Nambiar under Ex. M-3 should have lasted upto 31st January, 1979. But all of a sudden on 31st January, 1979 the Management-Bank purports to terminate the services of Sri M. Kunhiraman Nambiar with effect from 31st January, 1979. Under clause (7) of Ex. M-3 the contract of service may be terminated by either side by giving one month's notice in writing or by paying a month's remuneration, in lieu of such notice. Therefore in as much as the Management had not given one month's notice in writing and has purported to terminate the services of Sri M. Kunhiraman Nambiar with effect from 31st January, 1979 under Ex. M-5, Sri M. Kunhiraman Nambiar must be entitled to one month's remuneration. There is no knowing whether this remuneration due to Sri M. Kunhiraman Nambiar was either paid to him or claimed by him at any point of time. However, this much is certain that until 31st January, 1979 Sri M. Kunhiraman Nambiar was in the service of the Bank on contract basis and he was not an employee of the Bank and as such he would not be entitled to be considered for promotion as an Accountant on the circular of the Management under Ex. M-10 dated, 2nd January, 1979. While so on 2nd January, 1979 the Management has addressed Sri M. Kunhiraman Nambiar under Ref. No. 1/1/139/PT/STF/79, dated 2nd January, 1979 informing him that a promotion test to the cadre of Accountant will be conducted in the last week of January, 1979 and if he is interested he can also apply for the same and an application form was also enclosed for his use. This communication would certainly indicate that the Chairman had gone out of the way and made this request to Sri M. Kunhiraman Nambiar and also enclosing an application form for his use. It must be borne in mind that as on date of 2nd January, 1979 Sri M. Kunhiraman Nambiar was only a Development Officer of the Bank on contract basis which is to last upto 31st January, 1979. Pursuant to this request of the Chairman, Sri M. Kunhiraman Nambiar made an application on 10th January, 1979, wherein Sri M. Kunhiraman Nambiar specifically refers to his service of contract under the Bank as Development Officer which would expire on 31st January, 1979 and requesting the Bank to give him a position in the Bank on the expiry of his contract period. Therefore in this application made by Sri M. Kunhiraman Nambiar on 10th January, 1979 there was nothing to indicate that he was seeking for the promotion of an Accountant. On 16th January, 1979, the Chairman in Ref. No. 277/88/139/PT/STF/79, dated 16th January, 1979 had directed Sri M. Kunhiraman Nambiar to appear for a written test at the Head Office on 28th January, 1979. That apart Sri M. Kunhiraman Nambiar had also made an application under Ex. M-11 dated 10th January, 1979 applying for the promotion test to the cadre of Accountant. On this application he has been directed to appear for written test on 28th January, 1979 vide Ex. M-12. Ex. M-13 is a list of candidates who have successful in the written test held on 28th January, 1979 qualifying themselves for the interview to be held on 17th February, 1979. It may be noted that in the list of 34 persons successful, the name of Sri M. Kunhiraman Nambiar is not found. At this stage the Management-Bank has also sought to accommodate Sri M. Kunhiraman Nambiar in some position or other. Therefore it is that under Ex. M-14 on 22nd March 1979 Sri M. Kunhiraman Nambiar has been directed to undergo training for four months as a Trainee, subject to the terms and conditions mentioned in Ex. M-14. While so on 7th April, 1979 under Ex. M-16 Sri M. Kunhiraman Nambiar is selected for the training programme commencing from 16th April, 1979. He figures as Serial No. 48. His designation is Senior Clerk Trainee. It remains a mystery how he became a Senior Clerk although he has been appointed as a Trainee hardly two weeks ago under Ex. M-14 on 22nd March, 1979. Ex. M-17

mentions the list of successful candidates in the promotion test concluded on 17th February, 1979. I had directed the Management to produce the relevant records showing the interview with regard to Sri M. Kunhiraman Nambiar. But nothing useful has been produced in this direction. On the other hand, for Ex. M-18, (16-4-1979) it is seen that the Board has approved the action of the Chairman of the Management in appointing Sri M. Kunhiraman Nambiar, Development Officer as Senior Clerk/Field Assistant trainee. Admittedly on 31st January, 1979 the services of Sri M. Kunhiraman Nambiar as a Development Officer has been dispensed with by the Chairman and therefore on 16th April, 1979 Sri M. Kunhiraman Nambiar was not a Development Officer working under the Management-Bank. At best under Ex. M-14 he was only working as an employee undergoing training for four months from 2nd April, 1979. Even under Ex. M-14, Sri M. Kunhiraman Nambiar was only a Trainee for a period of four months and therefore he will not be considered to be eligible for being promoted as Accountant because under Ex. M-10 Trainees will not be eligible to participate in Promotion Test. From Ex. M-13, dated 9th February, 1981, it can be noted that the case of Development Officers will be considered only after determining at the next Board meeting, the weightage, if any, admissible to them. The resolution of Board under Ex. M-15 dated 16th February 1979 approves the action of the Chairman in giving weightage of 10 marks to the Development Officers who appeared for the written test on 27th January, 1979. As I have already pointed out the Management has not placed any material to show that the Development Officers including Sri M. Kunhiraman Nambiar had appeared for written test on 27th January, 1979 as indicated in Ex. M-15. Ex. M-23 is a minutes of the Board meeting held on 12th June, 1979. It refers to the appointment of Sri M. Kunhiraman Nambiar. It also refers to the result of promotion test to the cadre of Accountant to be placed at the next Board meeting. Under Ex. M-26, a creptic note is made that the recruitment and appointment of Sri M. Kunhiraman Nambiar has done according to the earlier decisions of the Board. The Management has not placed any material in this direction to substantiate this claim. Furthermore, the Management placed for a perusal of this Tribunal of the minutes of the Board meeting of the Management-Bank held on 16th February, 1979. From the minutes of the Board meeting it can be gathered that the Board had resolved to call the Development Officers also for the written test. Therefore it is pretty clear that only by the resolution dated 16th February, 1979 the Board had decided to permit Development Officers of the Bank also to appear for written test. As I had already referred to even by 31st January, 1979 the services of Sri M. Kunhiraman Nambiar as Development Officer has been dispensed with by the Chairman of the Management-Bank and therefore on 16th February, 1979 Sri M. Kunhiraman Nambiar was no more in the services of the Bank as a Development Officer. That apart, from the resolution of the Board dated 16th February, 1979, it is clear that out of the three Development Officers of the Management-Bank, only one, namely Sri A. V. Ramachandran had qualified in the written test. Therefore it is apparent that even in the un-scheduled written test said to have been conducted by the Management for Development Officers including Sri M. Kunhiraman Nambiar, Sri M. Kunhiraman Nambiar was not successful in the written test. The resolution of the Board dated 16th February, 1979 clearly points out that in case Development Officers qualify for promotion test they may be placed on training on a consolidated amount initially for a specified period. Therefore even according to the resolution of the Board, Sri M. Kunhiraman Nambiar was disqualified from being posted as Accountant. From the several documents produced by the Management it is manifest that the Chairman of the Management-Bank was anxious to accommodate Sri M. Kunhiraman Nambiar under the employment of the Management-Bank in one category or other. It is evident that Sri M. Kunhiraman Nambiar entered the services of the Management-Bank on contract basis for a period of one year from 1st February, 1978 on a consolidated pay of Rs. 500 per month. As already pointed out this contract was terminated by the Management on 31st January, 1979. On a separate application made by Sri M. Kunhiraman Nambiar on 10th January, 1979, Sri M. Kunhiraman Nambiar was appointed as a Trainee in the Management-Bank at Madivan by the order of the Management dated 22nd March, 1979—vide Ex. M-14. Whereunder Sri M. Kunhiraman Nambiar was posted as a Trainee to undergo training for four months, during which period he will be paid a stipend of only Rs. 300 per month. Curiously

the terms and conditions of Ex. M-14 do not indicate the position of Sri M. Kunhiraman Nambiar after the period of training. No material has been placed by the Management to show that the Management had decided to reduce the period of training of four months provided under clause (1) of Ex. M-14 much less the reasons therefor. On the other hand, under Ex. M-16 dated, 7th April, 1979 Sri M. Kunhiraman Nambiar has been selected for training programme which commences on 16th April, 1979. The trainees are reported back to their respective branches on 28th April, 1979. Subsequently under Ex. M-17 dated, 15th June, 1979 Sri M. Kunhiraman Nambiar has been shown as successful candidate for promotion and posting as Accountant. All these several stages of the career of Sri M. Kunhiraman Nambiar would apply demonstrate the anxiety on the part of the Chairman of the Management-Bank to find a berth for Sri M. Kunhiraman Nambiar in one category or other under the Management-Bank. While the desire of the Chairman of the Management-Bank to accommodate Sri M. Kunhiraman Nambiar is some post or other under the Management-Bank is perfectly understandable and cannot ipso facto show the mala fides of the Chairman, yet as per the circulars of the Management-Bank issued on the instruction of the Board of the Management-Bank the tenure of Sri M. Kunhiraman Nambiar in promotional category as Accountant cannot be held to be justified under any principles of natural justice, because it should also be remembered that the post of Accountant is a promotional category and there is no direct recruitment for the post of Accountant. On an anxious and careful consideration of the entire materials made available by the Management it is abundantly clear that the appointment of Sri M. Kunhiraman Nambiar as an Accountant is irregular and improper as he was also ineligible to be promoted to the cadre of Accountant.

(5) In view of my finding that the action of the Management in promoting Sri M. Kunhiraman Nambiar, Development Officer as Accountant is unjustified it has to be seen whether the Tribunal has any jurisdiction to promote the Senior-most Clerk/Field Assistant who was successful in the written test as Accountant. It is for the Management to consider the case of the next Senior-most Clerk/Field Assistant who was successful in the written test and promote him as Accountant. The jurisdiction of this Tribunal is limited. Ex. W-5 is the Conciliation Failure Report which shows that as far as Development Officers of the Management-Bank are concerned such an appointment is made without any open advertisement and candidates are not called for sponsored by the Employment Exchange. The Conciliation Officer also made a confidential communication to the Management on 18th March, 1980. The Management has placed before me the original communication. The Conciliation Officer has drawn the attention of the Management to the fact that Sri M. Kunhiraman Nambiar has been treated as a special case and that the post should have been filled up by another Clerk on promotion if Sri M. Kunhiraman Nambiar has not been so favoured and promoted as Accountant. The Conciliation Officer also points out that the Union representatives are not interested in denying employment to Sri M. Kunhiraman Nambiar but only interested in protecting the promotion opportunities of clerical staff and that they will be satisfied if Sri M. Kunhiraman Nambiar is moved to another suitable post, say that of a Manager, with protection of his existing emoluments, and another eligible clerk promoted as Accountant in his place. The Conciliation Officer has advised the Management to consider a suggestion, but apparently it fallen on deaf ears of the Management. Looked at from any point of view the action of the Management in promoting Sri M. Kunhiraman Nambiar cannot be justified, but however it is open for the Management to consider who has to be promoted in the place of Sri M. Kunhiraman Nambiar.

(6) In the result, an Award is passed holding that the action of the Management-Bank in promoting Sri M. Kunhiraman Nambiar is unjustified, but leaving it to the Management to decide as to who will be eligible to be appointed as Accountant in the place of Sri M. Kunhiraman Nambiar. In as much as the just cause of the Union has been thwarted by the Management at several stages, it is fair and proper that at least a token cost of Rs. 500 (it may be noted that Sri M. Kunhiraman Nambiar appointed as a Development Officer

on a consolidated pay of Rs. 500 per month) is ordered to be awarded to the Union payable by the Management.

Dated, this 16th day of December, 1981.

T. SUDARSANAM DANIEL, Presiding Officer

WITNESSES EXAMINED

For both sides : None.

DOCUMENTS MARKED

For workmen :

- W. 1/—Application form for promotion test to the cadre of Accountant.
- W. 2/16-1-79—Letter from the Bank requiring person to appear for written test (specimen).
- W. 3/9-2-79—Letter from the Bank requiring person to appear for viva voce before the interview committee (specimen).
- W. 4/9-2-80—Letter from the Union to the Assistant Labour Commissioner (Central), Ernakulam requesting to take steps to cancel the posting of Thiru M. Kunhiraman Nambiar (Copy).

W. 5/22-5-80—Conciliation failure report (Copy).

For Management :

- M. 1/7-11-77—Resolution No. 4 of the Board of meeting regarding appointment of 2 or 3 Development Officers. (True copy).
- M. 2/15-1-78—Application of Thiru M. Kunhiraman Nambiar to the Bank for appointment of Officer. (True copy).
- M. 3/23-1-78—Appointment order issued to the Thiru M. Kunhiraman Nambiar. (True copy).
- M. 4/28-1-78—Letter of Thiru M. Kunhiraman Nambiar accepting the appointment (True copy).
- M. 5/31-1-79—Letter from the Bank terminating the contract of service of Thiru M. Kunhiraman Nambiar (True copy).
- M. 6/8-6-78—Minutes of the III Board Meeting (Item-6) creating the post of 'Accountant' in all branches. (True copy).
- M. 7/4-11-78—Minutes to the V Board meeting (Item-8) approving the promotion policy to the cadre of 'Accountant' (True copy).
- M. 8/—Promotion Scheme (True copy).
- M. 9/4-11-78—Resolution No. 8 of the Board meeting regarding promotion test to be conducted to the Accountant cadre (True copy).
- M. 10/2-1-79—Bank's circular to all Branches of the Bank regarding promotion test to the cadre of 'Accountant'.
- M. 11/10-1-79—Application of Thiru M. Kunhiraman Nambiar for promotion test (True copy).
- M. 12/16-1-79—Letter from the Bank requiring Thiru M. Kunhiraman Nambiar to appear for written test. (True copy).
- M. 13/9-2-81—Circular of the Bank to all Branches of the Bank regarding promotion Test (True copy).
- M. 14/22-3-79—Letter from the Bank requiring Thiru M. Kunhiraman Nambiar to join as a Trainee. (True copy).

M. 15/16-2-79—Resolution No. 14(2) of the Board of Meeting approving the action of the Chairman regarding promotion Test. (True copy).

M. 16/7-4-79—Circular of the Bank to all Branches of the Bank furnishing the names of Trainees selected for Training programme. (True copy).

M. 17/15-6-79—Circular of the Bank to all Branches of the Bank releasing the rank-list of employees who have come successful in the Promotion test. (True copy).

M. 18/16-4-79—Minutes of the III Board Meeting (Item-5) approving the action of the Chairman in appointing Thiru M. Kunhiraman Nambiar. (True copy).

M. 19/15-9-79—Minutes of the V Board Meeting (Item No. 17) directing the Chairman to seek guidance from the Steering Committee. (True copy).

M. 20/15-1-80—Bank's Order posting Thiru M. Kunhiraman Nambiar as Accountant (Copy).

M. 21/22-1-80—Letter from Thiru M. Kunhiraman Nambiar to the Bank stating that he will be joining to duty. (True copy).

M. 22/23-1-80—Letter from Thiru M. Kunhiraman Nambiar to the Bank stating that he has joined to duty on 23rd January, 1980. (True copy).

M. 23/12-6-79—Minutes of the IV Board Meeting (True copy).

M. 24/6-2-80—Minutes of the I Board Meeting (Item-7).

M. 25/18-3-80—Chairman's proceedings authorising Accountants to supervise all internal work etc. (True copy).

M. 26/1-4-80—Minutes of the III Board Meeting (Item-21) observing that the recruitment and appointment of Thiru M. Kunhiraman Nambiar is proper. (True copy).

[No. I. 12012/121/80-D.II(A)]

T. SUDARSANAM DANIEL, Presiding Officer

S.O. 208 :—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the management of Bank of India and their workman, which was received by the Central Government on the 5th January, 1982.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL : CALCUTTA

PARTIES :

Reference No. 57 of 1978

Employers in relation to the management of the Bank of India

AND

Their Workmen.

Reference No. 48 of 1979

Management of Bank of India, Calcutta

and

Their Workmen

Reference No. 19 of 1980

Management of Bank of India,

and

Their Workmen.

APPEARANCES :

On behalf of Employers Mr. K. K. Sarkar,
Industrial Relations Officer.

On behalf of Workmen Mr. Sakti Sekhar Das,
General Secretary,
Bengal Bank Workers
Organisation.

State : West Bengal Industry : Banking

AWARD

These three cases, namely, Reference No. 57 of 1978, Reference No. 48 of 1979 and Reference No. 19 of 1980, were at the instance of the parties, directed to be heard analogously as there were same common question of law and same state of evidence. During the pendency of the cases the Tribunal was informed by the parties that there was chance of settlement and as such some adjournments were granted. To-day was fixed for filing the settlement or hearing the cases on preliminary points. Mr. K. K. Sarkar, Industrial Relations Officer of the Bank of India appears on behalf of the Bank and Mr. Sakti Sekhar Das, General Secretary of Bengal Bank Workers Organisation is also present on behalf of the workmen. They submit that the matters have been amicably settled by and between the parties and they file a joint petition of compromise with regard to the three cases. Their submission is that awards may be passed in terms of the settlement mentioned in the joint petition of compromise.

2. Reference No. 57 of 1978 arises out an Order of the Central Government No. 1-12011/4/78-D-IIA dated 25th/31st May, 1978 for reference under Section 10 of the Industrial Disputes Act, 1947 for adjudication of an industrial dispute between the Bank of India, 23A-B, Netaji Subhas Road, Calcutta, hereinafter referred to as the "Bank" and its workmen represented by the General Secretary of the Bengal Bank Workers Organisation, 10 Kiron Sankar Roy Road, Calcutta, herein-after described as the "Union". The dispute for adjudication has been mentioned in the schedule in the following terms :

"Whether the action of the management of Bank of India 23A&B Netaji Subhas Road, Calcutta-700001 in not absorbing twenty Casual labourers names of whom are furnished in the Annexure employed by them, in permanent cadre of Subordinate Staff is justified ? If not, to what relief are the workmen concerned entitled?

ANNEXURE

1. Tapan Bose
2. Pahalab Dutta
3. Monoranjan Sen
4. Hem Singh
5. Swapan Roy
6. Raghunath Banerjee
7. Sanatan Dey
8. Samarendra Nath Bose

9. Rash Bahari Mitra
10. Samar Kr. Bose.
11. Amar Nath Dey
12. Kalyan Bose
13. Tapan Bhattacharjee
14. Prasanta Singh Roy.
15. Baidyanath Santra
16. Alok Mukherjee
17. Santosh Kumar Prosad
18. Sudhir Kumar Dutta
19. Sudam Manna
20. Ramkopal Pandey."

Reference No. 48 of 1979 under Section 10 of the Industrial Disputes Act 1947 has been sent to this Tribunal by the Central Government under its Order No. L-12011/103/78-D. II.A dated 24th July, 1979. The dispute is between the Bank of India, Calcutta and their workmen represented by the General Secretary Bengal Bank Workers Organisation. The dispute for adjudication is as follows :

"Whether the actions of the management of Bank of India, 23A & B, Netaji Subhas Road, Calcutta in terminating the services of the 27 temporary sub-staff whose names are mentioned in the Annexure and refusing to absorb them as permanent subordinate staff of the Bank are justified ? If not, to what relief are the workmen concerned entitled ?

ANNEXURE

1. Gopal Bhattacharjee
2. Ranjan Sarkar
3. Debdas Halder
4. Nirmal Kr. Poddar
5. Durga Prasad Singh
6. Ranjit Kumar Ghosh
7. Gopal Acharya
8. Bhoja Prasad Ray
9. Chandra Bhan Singh
10. Ardhandu Bikash Paul
11. Mathura Prasad Pandey
12. Gangadhar Chhari
13. Rankaj Nayak
14. Rihitasur Pramanik
15. Prohalad Pramanik
16. Ripkar Roy
17. Narayan Ch. Debnath
18. Sambhu Nath Paul
19. Swapan Kumar Dey
20. Mohan Chandra Halder
21. Rishikesh Chakravorty
22. Sukdeo Prasad Singh
23. Saradinda Bandopadhyay
24. Partha Kumar Basu
25. Rabin Bhattacharjee
26. Samarendranath Chatterji
27. Sanatan Barua."

Reference No. 19 of 1980 is one under Section 10 of the Industrial Disputes Act, 1947. It arises out of an order of the Central Government No. L-12011/104/78-D. II(A) dated 4th

March, 1980 for adjudication of an industrial dispute between the Bank already mentioned and its workmen represented by the same union as already stated. The dispute for decision has been mentioned in the Schedule to the Order of reference in the following terms :

"Whether the management of Bank of India, 23A & B Netaji Subhas Road, Calcutta-700001 is justified in not absorbing twenty four workers, names of whom are furnished in the Annexure, employed by them in, permanent cadre of Subordinate Staff ? If not, to what relief are the workmen concerned entitled ?

ANNEXURE

1. Pranab Kumar Mukherjee
2. Amiya Kumar Haldar
3. Sukumar Samanto
4. Mohan Kumar Das
5. Sankar Bose
6. Shyamal Kumar Dawn
7. Rabin Maaaji
8. Vijaya Kumar Dey
9. Abanil Ghosh
10. Tapan Chatterji
11. Mahadeb Adhikari
12. Tapas Banerjee
13. Jayanta Mukherjee
14. Basudev Nayak
15. Balshnu Pada Mazumdar
16. Sambhu Sinha
17. Rabin Kumar Dawn
18. Mahato Prasad Kharwal
19. Rabin Mukherjee
20. Apurna Banerjee
21. Samir Kumar Sen
22. Dhananjay Dutta
23. Tinkori Banerjee
24. Shyamal Mukherjee."

3. I am happy that the disputes between the parties have been amicably settled. I have gone through the petition of compromise and the terms mentioned in the Memorandum of Settlement in Form H annexed to the petition read with Annexures A, B, C and D which are parts of the terms of settlement. On hearing both Mr. Sarkar for the Bank and Mr. Das on behalf of the Union, I have no doubt that the settlement is voluntary, legal and for the benefit of the parties.

4. As prayed for by the parties, I pass an award on the basis of the petition of compromise in terms of the Memorandum of Settlement in Form H read with Annexures A, B, C and D annexed thereto all of which shall form part of this award. This award shall govern all the three cases as mentioned above.

R. BHATTACHARYA, Presiding Officer

Dated, Calcutta, 22nd December, 1981

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL CALCUTTA

Reference No. 57 of 1978
48 of 1979
19 of 1980

IN THE MATTER OF:—

Case No. 57 of 1978
Case No. 48 of 1979
Case No. 19 of 1980

And

IN THE MATTER OF:—

An Industrial Dispute
Between

The workmen represented through Bengal Bank Workers' Organisation, 10, Kiron Shankar Roy Road, Calcutta-700001

And

The Management in relation to the Bank of India, 23A, Netaji Subhas Road, Calcutta.

The humble joint petition on behalf of both the parties abovenamed—

Most Respectfully SHEWETH:—

1. That the above matters are pending before your Honour.
2. That the above matters have been settled by and between the parties by virtue of a Memorandum of Settlement dated 22nd December, 1981 whereby the issues under reference stand settled fully and finally. A copy of the said settlement is incorporated in Form H annexed hereto.

3. That the petition is bonafide and for the ends of justice.

It is, therefore, humbly prayed that your Honour may be graciously pleased to accept the terms of settlement incorporated in Form H annexed hereto and pass an award in terms thereof.

And for this act of kindness, your petitioners as in duty bound shall ever pray.

For the Union
Sd/- (Shakti Sekhar Das)

General Secretary
(STAMP)

Bengal Bank Workers' Zonal Manager
Organisation 10, Kiron Shankar Eastern Zone
Roy Road, Calcutta-
700 001

For the Management

For BANK OF INDIA

Sd/- R. V. TAGGARSHE
(STAMP)

Zonal Manager

Eastern Zone

Sd/-
Alok Kumar Mukhopadhyay
General Secretary,
B.O.I.W.O. (W.B.)

Sd/-
K. K. SARKAR
Industrial Relations Officer
BANK OF INDIA
Zonal Office, Eastern Zone
P. B. No. 220, Calcutta.

(STAMP)

COPY

FORM—H
(Rule—58)

MEMORANDUM OF SETTLEMENT

1. Names of Parties

1. Bank of India.
23A/B, Netaji Subhas Road,
Calcutta-700 001

2. Bengal Bank Workers'
Organisation, 10, Kiron
Shankar Roy Road, Calcutta
700 001.

2. Representing Employer
1. Shri R. V. Taggarsho,
Zonal Manager, Bank of
India, Eastern Zone.
 2. Shri K. K. Sarkar,
Industrial Relations Officer,
Bank of India, Eastern Zone.
3. Representing Workmen
1. Shri Shakti Sekhar Das,
General Secretary,
Bengal Bank Workers'
Organisation.
 2. Shri Alok Kumar Mukho-
padhyay.
 3. Shri Shyamal Kumar
Mukherjee.
 4. Shri Partha Kumar Bose.

4. Short Recital of the case :—

WHEREAS the Government of India Ministry of Labour by Order No. L-12011/4/78-D. IIA dated 25/31-5-1978 referred the following dispute for adjudication:—

“Whether the action of the management of Bank of India, 23A&B, Netaji Subhas Road, Calcutta-700001 in not absorbing twenty Casual labourers names of whom are furnished in the Annexure employed by them, in permanent cadre of Subordinate Staff is justified? If not, to what relief are the workmen concerned entitled?”

And whereas Government of India, Ministry of Labour by Order No. L-12011/103/78-D.II.A dated 24th July, 1979 referred the following dispute for adjudication :

“Whether the actions of the management of Bank of India, 23A & B, Netaji Subhas Road, Calcutta in terminating the services of the 27 temporary sub-staff whose names are mentioned in the Annexure and refusing to absorb them as permanent subordinate staff of the Bank are justified? If not, to what relief, are the workmen concerned entitled?”

And whereas Government of India, Ministry of Labour by Order No. L-12011/104/78-D.II(A) of 4-3-1980 referred the following dispute for adjudication :

“Whether the management of Bank of India, 23A&B, Netaji Subhas Road, Calcutta-700001 is justified in not absorbing twenty four workers, names of whom are furnished in the Annexure, employed by them in permanent cadre of Subordinate Staff? If not, to what relief are the workmen concerned entitled?”

And whereas a desire for compromise has been expressed by both the parties;

And whereas after protracted discussions and negotiations the parties in an atmosphere of cordiality of settlement has been arrived at on the following terms and conditions :—

5. Terms and conditions of Settlement :—

- (i) It is agreed by and between the parties that with regard to Case No. 57 of 1978, 18 employees whose names are annexed hereto and marked as Annexure “A” and who are already working, the said employees would stand absorbed with effect from the date the matter was referred to the learned Central Government Industrial Tribunal i.e. 25th May, 1978 subject to clause (iv) hereafter.
- (ii) It is agreed by and between the parties that 27 employees covered by Case No. 48 of 1979 whose names are annexed hereto and marked as Annexure “B” and 24 employees

covered by Case No. 19 of 1980 whose names are annexed hereto and marked as Annexure “C” would be inducted in employment in accordance with the Rules and vacancies arising in different Branches of the Bank and after complete exhaustion of the existing panel of recruitment of subordinate staff and subject to clause (iv) hereafter.

- (iii) It is agreed by and between the parties that the employees mentioned in clause (ii) above would be inducted in employment serially on the basis of maximum number of days worked by the said employees during casual employment i.e. those who have worked maximum number of days would be given preference first subject to availabilities of vacancies. A list showing the total number of days worked during casual employment is annexed hereto and marked as Annexure “D”.
- (iv) It is agreed by and between the parties that the employees mentioned in clauses (i) and (ii) above would be absorbed and/or given employment after oral interview and after compliance with procedural rules, regulations and convention in force of and prescribed for recruitment of subordinate staff in the Bank.
- (v) It is agreed that as far as possible while deploying the employees as mentioned in clause (i) & (ii) above, consideration would be given to proximity of concerned employee's residence to the place of posting. But the said consideration shall not debar the Bank from transferring any employee from one branch to another and/or posting them at any of the Bank's branches located in West Bengal.
- (vi) It is agreed by and between the parties that by virtue of this Memorandum of Settlement all the disputes and demands pertaining to the employees covered by Case No. 57 of 1978, 48 of 1979 and 19 of 1980 stand settled fully and finally and there does not subsist any dispute whatsoever pertaining to the employment or otherwise.

In witness where of the parties hereto put their signatures on the 22nd December, 1981.

FOR THE UNION :

1. Sd/-S.S. Das
General Secretary.
2. Sd/-A.K. Mukhopadhyay
Gen. Sec. (B.I.W.O. Unit)
3. Sd/-Shymal Kumar
Mukherjee
4. Sd/-Partha Kumar Bose
(STAMP)

FOR THE MANAGEMENT

1. For Bank of India
(Sd/-R.V. TAGGARSHO)
Zonal Manager
2. (Sd/-K.K. SARKAR)
Industrial Relations Officer
Bank of India
Zonal Office, Eastern Zone,
P.B. No.220, Calcutta.
WITNESS:

BENGAL BANK WORKERS
ORGANISATION
10-Kiran Shankar Roy Road,
Calcutta-700001.

Sd/-
1. S.S. Bhargava,
Dy. Zonal Manager,
Eastern Region
ANNEXURE ‘A’

1. Tapan Bose
2. Pahalab Dutta
3. Monoranjan Sen
4. Hem Singh
5. Swapan Roy
6. Raghunath Balragi

7. Sanatan Dey
8. Samarendra Bose
9. Rash Behari Mitra
10. Samarendra Nath Bose
11. Amar Nath Dey
12. Kalyan Bose
13. Tapan Bhattacharjee (Stands absorbed)
14. Prasanta Singh Roy
15. Baidyanath Santra
16. Alok Mukherjee
17. Santosh Kumar Prosad (expired)
18. Sudhir Kumar Dutta
19. Sudam Manna
20. Ramkripal Pandey

TOTAL : 18

Sd/-K. K. Sarkar
Bank of India
Industrial Relations Cell
Regional Office, Cal-1.

Sd/- S.S. Das
Bengal Bank Workers Organisation
10, Kiran Shankar Roy Road
Calcutta-700001

ANNEXURE 'B'

1. Shri Gopal Bhattacharjee
2. „ Ranjan Sarkar
3. „ Debdas Halder
4. „ Nirmal Kr. Poddar
5. „ Durga Prasad Singh
6. „ Ranjit Kumar Ghosh
7. „ Gopal Acharya
8. „ Bhoja Prasad Ray
9. „ Chandra Bhan Singh
10. „ Ardhendu Bikash Paul
11. „ Mathura Prasad Pandey
12. „ Gangadhar Chhatri
13. „ Pankaj Nayak
14. „ Rihitasur Pramanik
15. „ Prohailad Pramanik
16. „ Kesta Kr. Roy (Alias)
17. „ Narayan Ch. Debnath
18. „ Sambhu Nath Paul
19. „ Swapn Kumar Dey
20. „ Mohan Chandra Halder
21. „ Risikesh Chakravorty
22. „ Sukdeo Prasad Singh

23. Shri Saradinda Bandopadhyay
24. „ Partha Kumar Basu
25. „ Rabia Bhattacharjee
26. „ Samarendranath Chatterjee
27. „ Sanatan Barua

Sd/-K. K. Sarkar

Bank of India,
Industrial Relations Cell
Regional Office, Cal-1.

Sd/- S.S. Das

Bengal Bank Workers Organisation
10, Kiran Shankar Roy Road,
Calcutta-700001.

ANNEXURE 'C'

1. Shri Pranab Kumar Mukherjee
2. „ Amiya Kumar Halder
3. „ Sukumar Samanto
4. „ Mohan Kumar Das
5. „ Sankar Bose
6. „ Shyamal Kumar Dawn
7. „ Rabin Maaji
8. „ Vijaya Kumar Dey
9. „ Abani Ghosh
10. „ Tapan Chatterji
11. „ Mahadeb Adhikari
12. „ Tapas Banerjee
13. „ Jayanta Mukherjee
14. „ Basudev Nayak
15. „ Baishnu Pada Mazumdar
16. „ Sambhu Sinha
17. „ Rabin Kumar Dawn
18. „ Mahato Prasad Kharwal
19. „ Rabin Mukherjee
20. „ Apurna Banerjee
21. „ Samir Kumar Sen
22. „ Dhananjay Dutta
23. „ Tinkori Balragi
24. „ Shyamal Mukherjee

Sd/- K. K. Sarkar

Sd/- S. S. Das
Bengal Bank Workers Organisation
10, Kiran Shankar Roy Road
Calcutta-700001

ANNEXURE 'D'

Sl No	Name	Date of joining in Bank	Total working days	Name of the Branch
(1)	(2)	(3)	(4)	(5)
				Bank of India
1.	Sl. Amio Kumar Halder	27-12-71	1515	(Salkia Branch)
2.	„ Gopal Acharya	19-4-74	1046	(Chakdah Branch)
3.	„ Shyamal Kr. Mukherjee	1-12-73	1041	(Dharamatola Branch)
4.	„ Pronab Kr. Mukherjee	16-2-73	903	(Lindsay St. Branch)
5.	„ Mohan Kr. Das	14-9-75	726	(Salkia Branch)
6.	„ Nirmal Kr. Poddar	8-12-75	675	(Shambazar Branch)
7.	„ Sambu Nath Paul	10-7-73	633	(Liluah Branch)
8.	„ Sukumar Samanta	13-8-76	583	(Salkia Branch)
9.	„ Sradendu Bondopadhyay	26-12-72	557	(Parkcircus Branch)
10.	„ Sankar Bose	20-5-75	553	(Santragechi Branch)
11.	„ Swapan Kr. Dey	2-1-76	534	(Barabazar Branch)
12.	„ Narayan Chandra Devnath	2-1-76	533	(Bengur Av. Branch)
13.	„ Ardhandu Bikash Paul	3-6-75	471	(Misson Row Branch)
14.	„ Shambu Sinha	31-5-76	462	(Calcutta Branch)
15.	„ Sanatan Barua	1-4-76	440	(C.I.T. New Rd.)
16.	„ Tinkari Bairagi	3-1-77	410	(Kamarhati Branch)
17.	„ Shyama Kr. Dawn	16-6-77	396	(Cal. Main Branch)
18.	„ Mathura Prosad Pandey	1-6-77	377	(Bowbazar Branch)
19.	„ Robin Majhi	16-6-77	375	(Cal. Main Branch)
20.	„ Partha Kr. Bose	15-2-77	368	(Barabazar Branch)
21.	„ Gangadhar Chhari	14-12-76	365	(Mission Row Branch)
22.	„ Samarendra Nath Chatterjee	8-2-77	363	(Lindsay St. Branch)
23.	„ Mahadev Adhikari	24-6-77	356	(Cal. Main Branch)
24.	„ Robin Bhattacharjee	3-6-77	350	(Staff Training College)
25.	„ Rahitswa Pramanick	3-1-77	340	(Rashbehari Avenue Br.)
26.	„ Dhananjoy Dutta	3-6-77	340	(Bowbazar Br. Branch.)
27.	„ Gopal Bhattacharjee	4-7-77	324	(Vivekananda Road Branch)
28.	„ Bhola Prosad Roy	24-5-77	294	(Barabazar Branch)
29.	„ Devdas Halder	16-6-77	294	(Cal. Main Branch)
30.	„ Jayanta Kr. Mukherjee	18-4-77	287	(Cal. Main Branch.)
31.	„ Prahalad Pramanick	26-1-77	281	(Rash Behari Branch)
32.	„ Kesto Kumar Roy	3-7-77	276	(Mission Row Branch)
33.	„ Hrisikesh Chakraborty	21-7-77	253	(Kamarhati Branch)
34.	„ Chandravan Singh	10-8-77	252	(Kamarhati Branch)
35.	„ Robin Kumar Dawn	12-10-77	242	(Cal Main Branch)
36.	„ Durga Prosad Singh	8-11-77	241	(Vivekanand Branch)
37.	„ Sukdev Prosad Singh	10-1-77	209	(Shambazar Branch)
38.	„ Ranjan Kr. Sarkar	18-10-78	181	(Cal. Main Branch)
39.	„ Samir Kr. Sen	6-1-78	163	(Cal. Main Branch)
40.	„ Abani Ghosh	17-1-78	163	(Cal. Main Branch)
41.	„ Tapan Chatterjee	17-1-78	150	Calcutta Main Branch
42.	„ Basudev Nayak	18-1-78	145	Calcutta Main Branch
43.	„ Tapas Banerjee	2-1-78	143	Calcutta Main Branch
44.	„ Robin Mukherjee	21-12-77	141	Calcutta Main Branch
45.	„ Ranjit Kr. Ghosh	18-1-78	141	Calcutta Main Branch
46.	„ Mata Prosad Kharwar	12-12-77	140	Calcutta Main Branch
47.	„ Apurna Banerjee	17-1-78	137	Calcutta Main Branch
48.	„ Pankaj Nayak	9-3-78	131	Vivekananda Branch
49.	„ Bishnu Pada Mazumdar	13-1-78	130	Calcutta Main Branch
50.	„ Vijoy Kr. Dey	13-1-78	130	Calcutta Main Branch
51.	„ Mohon Chandra Halder	7-4-78	102	Barabazar Branch

Sd/- K. K. Sarkar
Bank of India
Industrial Relations Cell
Regional Office
Cal-1

Sd/- S. S. Das
Bengal Bank Workers Organisation
10, Kiran Shankar Roy Road
Calcutta-700001

S.O. 209:—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal Calcutta, in the industrial dispute between the employers in relation to the management of Bank of India and their workman, which was received by the Central Government on the 31st December, 1981.

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL :
CALCUTTA.**

PRESENT

Mr. Justice R. Bhattacharya, M.A., B.L., Presiding Officer.

MISC. APPLICATION NO. 12 OF 1978

PARTIES :

Bengal Bank Workers' Organisation, 10, Kirsan Sankar Roy Road, Calcutta-700001

.....Applicant

—Vs—

Bank of India, 23-A/B, Netaji Subhas Road, Calcutta 700001

.....Opp. Party

APPEARANCES :

On behalf of Mr. Sakti Sekhar Das, General Secretary of the Union.Applicant

APPLICANT

On behalf of Mr. K. K. Sarkar, Industrial Relations Officer of the Bank.Opp. Party

State : West Bengal

Industry : Banking

AWARD

This application was filed under Section 33A of the Industrial Disputes Act, 1947 during the pendency of Reference Case No. 57 of 1978 before this Tribunal. The Reference in question related to an industrial dispute between the Bank of India, 23/A/B, Netaji Subhas Road, Calcutta and its workmen. The present application has been filed by the Bengal Bank Workers Organisation, hereinafter referred to as the "Union". The allegation is that in spite of the pendency of the original reference there has been a violation of Section 33 of the Industrial Disputes Act and, therefore, the present application was filed.

3. To-day the case was fixed for hearing. The Reference No. 57 of 1978 has been disposed of on the basis of a settlement between the parties, i.e. the Bank and the Union and the General Secretary of the Union files to-day a petition for withdrawal of the instant application under Sec. 33A of the Industrial Disputes Act on the ground that when the original dispute under the reference has been disposed of, there is no use for pursuing the present application. I have heard Mr. K. K. Sarkar, Industrial Relations Officer of the Bank and Mr. Das, General Secretary of the Union.

3. As prayed for by the Secretary of the Union, I allow the prayer and the present application stands withdrawn. In view of the withdrawal of the application I do not decide the question of maintainability of the application as it was filed by the Union and not by an employee.

An award is passed accordingly allowing the withdrawal of the petition.

R. BHATTACHARYA, Presiding Officer.

Dated, Calcutta,

The Date 22nd December, 1981.

[No. L-12025(16)/81-D.II(A)]

S.O. 210:—In pursuance of section 17 of the Industrial Disputes Act 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Bangalore, in the industrial dispute

between the employers in relation to the management of Karnataka Bank Limited and their workman which was received by the Central Government on the 5th January, 1982.

**BEFORE THE INDUSTRIAL TRIBUNAL IN
KARNATAKA, BANGALORE.**

Dated this the 31st day of December 1981.

PRESENT

Sri V. H. Upadhyaya, B.A., LL.B. Presiding Officer,

Central Reference No 5 of 1978

I PARTY

Workman represented by the General Secretary, Karnataka Bank Staff Association, No. 8 Ganesha Kripa, New Balamath Road, Mangalore-575001.

—Vs—

II PARTY

The Chairman, Karnataka Bank Ltd., Head Office, Mangalore-575003.

Appearances :

For the I Party—Sri S. Krishnlal, Vice-President, Bharathiya Mazdoor Sangh, Bangalore.

For the II Party—Sri T.S. Krishna Bhat, Officer, Karnataka Bank Ltd., Mangalore-3.

REFERENCE

(Government Reference No. L-12011/6/78-D. IIA

dated 23-8-78.)

AWARD

The Central Government has made a Reference of dispute between the parties for adjudication on the following point :—

"Whether the action of the management of Karnataka Bank Limited in denying promotion as officer Grade III to Shri B. Pattabhirama Rao from 1976 is justified? If not, to what relief is he entitled?"

2. The parties submitted their statements and the following issues were framed :—

1. Whether the Reference is not maintainable as the same is not raised by a majority union as contended by the II Party in their counter para 2.

2. Whether the I Party workman is entitled to base his claim his promotion under the Settlement dated 9-8-75.

3. Whether the dispute is not an industrial dispute as contended by the II Party.

3. Decision and reasons :—

Issue No. 1 The contention of the II Party as made out in the counter statement is that the Karnataka Bank Staff Association is a minority union and hence could not have raised the dispute. In the decision in Indian Oxygen Ltd. —vs—The Workmen 1979 (1) ILJ. 266 it has been observed that even a minority union can raise a dispute on behalf of its members and hence merely because the dispute is not raised by a majority union it cannot be said that the reference is bad. Hence this issue is answered against the II Party.

4. Issue No. 2 It is the further contention of the II Party that under a settlement dated 9-8-75 the norms for promotion are fixed and as the I Party Association was not a party to that settlement it cannot base their claim of its members for promotion on that settlement. This contention is not acceptable as the settlement validly entered into between the management and the majority union will be binding on all the workmen in the establishment and not only to the parties therein. Hence this issue is answered against the II Party.

5. Issue No. 3—The claim of the I Party is that one Pattabhirama Rao who was working as a clerk should have been promoted as Grade III Officer from 1976 according to his seniority, but in fact, he was promoted only in the year 1977 and not from 1976 when the promotion due was denied to him. This claim for and on behalf of the said Pattabhirama Rao is an individual dispute and unless it is converted into an industrial dispute by a proper espousal cannot be treated as an industrial dispute. In the Book of Law of Industrial Disputes by O.P. Malhotra Third Edition Volume-I at page 153 it has been observed that in case of espousal by a union, it is not sufficient that the union had in its membership a substantial number of workmen from the establishment in which the concerned workman was employed. It must further be shown that a substantial number of such workmen participated in or acted together and arrived at an understanding by a resolution or by other means and collectively supported the dispute. The Tribunal has, therefore, to consider the question as to how many of the fellow workmen actually espoused the cause of the concerned workman by participating in the particular resolution of the union. In the absence of such determination by the Tribunal it cannot be said that the individual dispute acquired the character of an 'industrial dispute', and the Tribunal will not acquire jurisdiction to adjudicate upon the dispute. At page 165 in the said Book it has been observed by referring to the decision of the Supreme Court that from the said observation it is obvious that the burden of proof to establish the valid espousal is on the workman. In the present case, it is the union that raised the dispute about the promotion of Pattabhirama Rao from 1976. Even the claim statement is signed by the General Secretary of the Union. When the II Party has raised an objection that the dispute is an individual one and is not supported by majority or substantial number of workmen and cannot become an industrial dispute. There is no evidence at all adduced on behalf of the I Party that the matter was properly espoused through a resolution of an union empowering the I Party union to prosecute the claim before the Tribunal.

6. The other contention of the II Party is that the union could not have espoused the cause of Pattabhirama Rao after his promotion in the year 1977 contending that the said Pattabhirama Rao should have been promoted as from the year 1976 as in the year 1977 consequent to his promotion the said Pattabhirama Rao was no longer a workman. The I Party has stated at para 8 of its statement that there was a dispute raised earlier when promotion was denied to the said Pattabhirama Rao and as the management was advised to amicably settle the matter the dispute was withdrawn and when the promotion was given in the year 1977 effective from that year only and not from 1976, the Association again raised the dispute before the Assistant Labour Commissioner to intervene and use his good offices to resolve the dispute. On failure of his reconciliation measure by the Assistant Labour Commissioner the present reference was made. Hence the present reference originates from the dispute raised by the Association in the year 1977 after the promotion of the said Pattabhirama Rao. In the decision in Andhra Bank Ltd. vs. Industrial Tribunal (Central) 1977 Lab. I.C. 323 it has been made clear that when a clerk in the Bank has been promoted to Grade III officer's post he ceases to be a workman. The fact that he is an officer as set out in the counter statement of the II Party has not been challenged by the said Pattabhirama Rao

M-2 to say that his promotion must have been left out by oversight and his case must be reconsidered. For that he received as reply as in Ext. M-4 to say that he was not found suitable for the post of promotion on account of his stammering and there is no question of reconsideration. Even earlier to it he was informed so by a letter Ext. M-3. The I party has not produced any notification of the II Party or even the settlement to show the grounds under which he can claim for promotion merely on the ground seniority. The mere fact that he was promoted in the year 1977 does not mean that he should have been deemed fit for promotion in the year 1976 itself. It is left to the management to decide the suitability of each individual at the time of promotion. The fact that he was promoted a year later than the day when he claims the promotion due to him would show that the promotion was not denied earlier vindictively on account of his union activities. In Ext. M-2 as well as in Ext. W-1 the workman was only pleading that the promotion was left out by oversight and had not set up the contention that it was on account of his union activities. Under such circumstances, it is impossible to hold that the I Party workman was eligible for promotion in the year 1976 and he ought to have been promoted as from that date even though he was promoted in the next year. If the management was satisfied that the workman was not fit for promotion in the year 1976 it was justified in refusing to promote him. The I Party Union is not competent to set up the claim of the said Pattabhirama Rao for promotion as from the year 1976. The point of reference is answered accordingly and it is held that the said Pattabhirama Rao is not entitled to any relief. Award passed accordingly. No costs.

V.H. UPADHYAYA, Presiding Officer

[No. L-12011/6/78-D.II(A)]

S.O. 211.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur, in the industrial dispute between the employers in relation to the management of Canara Bank and their workmen, which was received by the Central Government on the 4th January, 1982

BEFORE JUSTICE SHRI S. R. VYAS (RETD.) PRESIDING OFFICER, CENTRAL GOVERNMENT, INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,

JABALPUR (M.P.)

Case No. CGIT/LC(R)(82)/1980

PARTIES:

Employee's in relation to the management of Canara Bank, Branch Saugor.

AND

Shri Rajni Raikwar, Farrash C/o Shri Tori Pauzar Bada, Saugor

for adjudication in following terms vide Notification No. L-12012/188/79-D.IIA dated 20th December, 1980:—

“Whether the action of the management of Canara Bank, Circle Office, Bombay in relation to their Saugor Branch in terminating the services of Shri Rajju Raikwar, Farrash with effect from 5th December, 1978 is justified? If not, to what relief is the workman concerned entitled?”

2. From the statements of demands filed by both the parties the following facts do not appear to be in dispute between the parties.

From April 1975 the workman was employed as a Part-time Farrash on a monthly salary of Rs. 40 p.m. He continued to work on this post upto 4th December, 1978 and with effect from 5th December, 1978 the workman has not been working.

3. The claim of the workman is that with effect from 5th December, 1978 his services have been terminated without any disciplinary action being taken against him. He further alleges that he has neither voluntarily abandoned the work assigned to him as a part time Farrash nor was there any act of misconduct on his part nor was an enquiry held against him on any allegations of his misconduct and that such a termination of his employment was not justified either on facts or in law.

4. The management has, however, contended that there was no post of a part-time Farrash in the Bank; that he was employed only as a casual worker on daily rated wages; that in accordance with the norms laid down by the management no post of part-time Farrash was necessary; that in addition to his duties as a Farrash to sweep the Bank premises he was also occasionally given the work of a person for which he was paid additional wages; that sometime in December, 1978 there were complaints made against the workman by the members of the staff, that he was a habituate to commit theft of the Bank's property; that when the workman was called upon to answer the complaints on the following day he himself voluntarily discontinued to work and that in these circumstances when there has been voluntarily abandonment of employment the workman is not entitled to any relief.

5. In the light of the respective contentions of both the parties the following questions arise for determination:

1. Whether the workman was in continuous service of the Bank for the period contemplated by Section 26B of the Industrial Disputes Act, hereinafter referred to as the Act?
2. Whether the workman has voluntarily abandoned his employment as alleged by the management?
3. Whether the workman is entitled to be reinstated with full back wages etc. etc.?

All these questions, in my opinion, deserve to be answered in favour of the workman for the reasons given below.

6. It is contended on behalf of the management that there was no post of a part-time Farrash in the Bank; that there was no such a post and that the management for no post of

to be in continuous service for the purposes of different sections of the Act and his employment cannot be brought to an end except in accordance with the provisions of the Act.

8. The fact is as to whether the Bank did or did not provide for such a permanent post of part-time Farrash is not material for the adjudication of this dispute. If the post was not provided no appointment should have been made and if the same has been made and the workman has worked continuously for more than 240 days within the period April 1975 to 4th December, 1978, then irrespective of any sanction about this post, the workman is entitled to be treated in continuous service and all relevant provisions of the Act would apply while determining the questions of his services. Accordingly, it is held that Shri Rajju Raikwar was a workman employed by the Canara Bank, Saugor Branch and was in continuous service from April, 1975 to December, 4, 1978.

9. It is next contended that the Branch Manager, M.W. 1 Anant Ganpat Rao, had received complaints against the workman about some commission of theft from staff members; that on 4th December, 1978 the staff members had shown a bundle of newspapers lying under a sofa which, according to the Staff members, was kept by the workman for being removed; that on the next date he saw the said bundle at another place and that when he called upon the workman to explain the circumstances in which the bundle was removed he did not turn up. Besides the evidence given by this witness no other staff member has been examined. Reliance was, however, sought to be placed on some written complaints alleged to have been received by the Manager from the members of the staff alleging acts of misconduct, theft etc., but no signatory to such complaints, has been examined by the management. If such a complaint had been made the same could have been proved and at least one of the signatories could have been examined. In para 4 of his examination-chief M.W. 1, Anant Ganpat Rao, stated that he did not receive any complaint in writing and that there was oral complaint only from the members of the staff. Regarding the removal of the bundle of newspapers from one place to another, there is no evidence that the same was removed by the workman only and not by other members of the staff. Even assuming that such an oral complaint was made by some members of the staff then it was the duty of the Branch Manager to issue and serve a notice in writing on the workman and call upon him to explain the nature of the complaint allegedly received from members of the staff. This was admittedly not done. Accordingly, it cannot be said that the workman was guilty of any misconduct justifying the termination of his services. Even assuming that there was such a complaint the Bank management should have followed the prescribed procedure for holding an enquiry against the workman and only in such an enquiry of truth or otherwise of the complaint could have been ascertained.

10. The Bank management does not say that such an enquiry was held. On the contrary, it is contended that the workman himself absented from duty from 5th December, 1978. The contention of the workman is that he was not taken on duty from 5th December, 1978 even though he had reported on duty many times after the aforesaid date. He also says that neither any reason was assigned nor anything was given in writing as to why he was not being taken on duty. Thus on the question of discontinuance of work with effect from 5th December, 1978 there are two conflicting versions, one by the management and the other by the workman.

the Manager's residence then go to the Bank to sweep the premises before the commencement of the business hours. This period, according to the contentions of the management, was utilised by the workman for removing the bundle of newspapers. It is also said that there were complaints of theft being committed by the workman. As already stated above, no one from the Bank staff has come forward to say that the workman was guilty of committing theft of Bank's property. In the absence of evidence, what appears to be more probable is that the management itself did not allow the workman to be present on duty as he was suspected of committing theft. I accordingly hold that in this case the management has failed to prove that the workman himself voluntarily abandoned his employment. I also hold that the management itself did not allow the workman to resume his duties with effect from 5th December, 1978 and thereby impliedly terminated his employment.

11. Last question is as to what relief is the workman entitled to?

It has already been held above that the workman was in continuous service for the prescribed period and was therefore a permanent employee. The services of this nature could not have been terminated in the manner in which the management has done in this case. There is no question of attaining the age of superannuation or of voluntarily retirement or of termination in accordance with the prescribed rules and procedure. Learned Counsel for the Bank strenuously urged that even if the Bank management has failed to prove the specific charges of misconduct there is yet a valid ground for holding that the management has lost confidence in him and that for these reasons, instead of an order for reinstatement, the management is directed to pay reasonable compensation in lieu of reinstatement and consequential benefits. I am unable to accept this contention.

12. When the management has failed to prove any valid ground for termination of services then I find no reason as to why the workman should not be granted the relief of reinstatement with all back wages and consequential benefits from 5th December, 1978. Accordingly, I hold that the termination of the services of the workman in this case were not justified and he is entitled to be reinstated as indicated above.

13. For the reasons given above, the reference is answered in favour of the workman. The Canara Bank, Saugor Branch, shall reinstate the workman, Shri Rajju Raikwar, on the post of part-time Farrash and shall pay him full back wages from 5th December, 1978 upto date with all other consequential benefits admissible to a part-time Farrash. In the circumstances, I will leave both the parties to bear their own costs as incurred.

S. R. VYAS, Presiding Officer

[No. L-12012(188)/79-D II(A)]

N. K. VERMA, Desk Officer.

नई दिल्ली, 28 दिसम्बर, 1981

कां० नं० 212/—मैसर्स यूनाइटेड शिपर्स एंड ट्रेजर्स लिमिटेड 67/2, लावेल रोड, बंगलूर-560001, (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिये जाने के लिये आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक् अभिदाय या प्रीमियम का भंडार करने बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदा उठा रहे हैं और ऐसे कर्मचारियों के लिये ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निधि सहज बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उठते अनुज्ञेय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त गतिविधियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिये उक्त स्कीम के सभी उपाबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के गवर्नर में नियोजक प्रादेशिक भविष्य निधि आयुक्त, कर्नाटक को ऐसी विवरणियां भेजना और ऐसे लेखा रखना तथा निरीक्षण के लिये ऐसी सुविधाये प्रदान करना जो केन्द्रीय सरकार समतुल्य समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभावों या प्रत्येक माम की समाप्ति के 15 दिन के भीतर संदाय करेगा, जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समतुल्य समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रणाली में, जिसमें मरणाति वेतनों का रखा जाता, विवरणियों का प्रस्तुत किया जाता, बीमा प्रीमियम का संदाय, लेखाओं का अन्तर्गण, निरीक्षण प्रभावों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जायेगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमानित ताबूत में बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन की एक प्रति तथा कर्मचारियों की बहुसंख्या का भाषा में उसकी मुख्य भाषा का अनुवाद, स्थापन के गृहना-ट्रु पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किया स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्वतन्त्र में नियोजन किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उनका नाम तुरन्त दर्ज करेगा और उनकी बावत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों का उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिये सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय है।

7. सामूहिक बीमा स्कीम में किसी बात का होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन भविष्य रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिवत वाग्नि/नामनिर्देशितों को प्रतिभार के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, कर्नाटक के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहाँ किर्मी संशोधन में कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने में पूर्व कर्मचारियों को प्रस्ताव प्रेषित करने का सुविधायक प्रवर्ग देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उन सामूहिक बीमा स्कीम के, जिने स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इन स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रह की जा सकती है।

10. यदि किर्मा कारणवश, नियोजक उस नियत तारीख के भीतर, या भारतीय जीवन बीमा नियम बॉमा नियम करे, प्रीमियम का संदाय करने में असफल रहता है, और पॉलिनी का खयगत हो जाने दे दिया जाता है ता, छुट रह की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय, अति में किये गये किसी व्यक्तिकम की वशा में उन मृत सदस्यों के नामनिर्देशनियों या अधिक वारिषों का जा याद वह छुट न हो गई होती तो उक्त स्कीम के अन्तर्गत होने, बॉमा पावदा के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में, नियोजक, इस स्कीम के अधीन आने वाले किर्मा सदस्य की मृत्यु होने पर उनके हकदार नामनिर्देशनियों/ अधिक वारिषों को बॉमा छुट रकम का संदाय तत्पश्चात् से और प्रत्येक दशा में भारतीय जीवन बीमा नियम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर मुतिवेचन करेगा।

[नं० एस०-35014/40/81-पी०एफ०/2]

New Delhi, the 28th December, 1981

S.O. 212.—Whereas Messrs United Shippers & Dredgers Ltd., 67/2, Leyelle Road, Bangalore-560001 (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Karnataka maintain such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts Submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Where an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in this establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of any employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Karnataka and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment, or the benefits to the employees under this Scheme are reduced to any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any, made by the employer in payment of premium etc., the responsibility for payment of assurance benefits to the nominee or legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, will be that of the employer.

12. Upon the death of the member covered under the scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(40)/81-PF. II]

नई दिल्ली, 11 जनवरी, 1982

का०सा० 213.—संसद नार्वन (इंडिया) लिमिटेड, प्लॉट नं० 6, साकी बिहार रोड, साकी नाका, मुम्बई-400072 (एस० एच०-179), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छुट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक अधिदाय या प्रीमियम का संदाय किए बिना हैं, भारतीय जीवन बीमा नियम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदा उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी विशेष सहवृद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए और इससे उपावृद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन का तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबंधों के प्रवर्तन से छुट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजन प्रादेशिक भविष्य निधि आयुक्त, महाराष्ट्र को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निरीक्षित करे।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा 3(क) के खंड (क) के अधीन समय-समय पर निरीक्षित करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिनके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रसारों का संदाय आदि भी है, होने वाले सभी व्ययों का बहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा तथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उसमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की श्रद्धांशों को भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है, तो नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत्न करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों का उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने का व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हो, जो उक्त स्कीम के अधीन अनु-ज्य हैं।

7. सामूहिक बीमा स्कीम में किसी क्षति के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संवत्न रकम उस रकम से कम है जो कर्मचारी को उस वृत्ति में संवत्न होता जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिवत वारिस/नामनिर्देशित को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, महाराष्ट्र के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन में कर्मचारियों के हितों पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का अधिकृत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अन्तर्गत कर्मचारियों को प्राप्त होने वाले फायदे किसी गति में कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नितम सारीख के भीतर, जो भारतीय जीवन बीमा निगम नियम के प्रीमियम का संदाय करने में असफल रहता है, और पाँचवीं को व्ययगत हो जाने दे दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय, आदि में किए गए किसी व्यतिक्रम की दशा में, न मूल सदस्यों के नाम निर्देशितियों या विधिक वारिसों की जो यदि यह, छूट न की गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर, उसके हक्काय नामनिर्देशितियों/विधिक वारिसों को बीमाकृत रकम का मंदाय नहरता में और प्रत्येक वर्षा में भारतीय जीवन बीमा निगम में बीमाकृत रकम प्राप्त होने के साथ दिन के भीतर मुनिश्चित करेगा।

[सं. एम-35014/8/79-सी० एफ०-2]

New Delhi, the 11th January, 1982

S.O. 213.—Whereas Messrs Naarden (India) Ltd., Plot No. 6, Saki Vihar Road, Saki Naka, Bombay-400072 (MH-179) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra and, maintain such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, Submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Where an employee who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act is employed in this establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioners Maharashtra and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment, or the benefits to the employees under this Scheme are reduced to any manner the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any, made by the employer in payment of premium etc., the responsibility for payment of assurance benefits to the nominee or legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, will be that of the employer.

12. Upon the death of the member covered under the scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[S. 35014/8/79-P.F. II]

का० भा० 214.—मैसर्स सेनापति वाइटले लिमिटेड, 11 राज-अवन रोड, बंगलौर, (जिसे हममें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे हममें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (3क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पूर्वक अभिषाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदा उठा रहे हैं और ऐसे कर्मचारियों के लिए वे फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निवेश सहवृद्ध बीमा स्कीम, 1976 (जिसे हममें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूते हैं।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) द्वारा प्रवृत्त गतिविधियों का प्रयोग करने हुए और हममें उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबंधों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में निर्वाचित प्रादेशिक भविष्य निधि आयुक्त, कर्नाटक को ऐसी विवरणियाँ भेजेगा जो उसे देख रखेगा तथा निरीक्षण के लिए ऐसी सविधान प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रसारों का श्रेष्ठ मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की

धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे।]

3. सामूहिक बीमा स्कीम के प्रयासन में, जिसके अन्तर्गत सेवाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, सेवाओं का अनुरण, निरीक्षण प्रसारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उन्हें संगोपन दिया जाए, तब उस संगोपन की प्रति तथा कर्मचारियों का बहुसंख्या की भाषा में उसके मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन का भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम गुरुतर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों का उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों को लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभूते हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदाय रकम उस रकम से कम है जो कर्मचारी को उस वृत्ति में संदाय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/समानितियों को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबंधों में कोई भी संगोपन, प्रादेशिक भविष्य निधि आयुक्त, कर्नाटक के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संगोपन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने का संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम, के जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी गति में कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस निगम द्वारा के भीतर, जो भारतीय जीवन बीमा निगम नियम करे, प्रीमियम का संदाय करते में असफल रहता है, और पालिसी को व्ययगत हो जाने दे दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय, आदि में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न हो गई होती या उक्त स्कीम के अन्तर्गत होने, बीमा फायदों के दशरत उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय उत्तरदायित्व से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के बाद बिन के भीतर सुनिश्चित करेगा।

[सं० एम-35014/17/81-पो० एक०-2]

S.O. 214.—Whereas Messrs Senapathy Whitelay Limited, 11, Raj Bhawan Road, Bangalore (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Karnataka and maintain such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts Submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Where an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted from the said Act is employed in this establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner Karnataka and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

1178 GI/81—9

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment, or the benefits to the employees under this Scheme are reduced to any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any, made by the employer in payment of premium etc., the responsibility for payment of assurance benefits to the nominee or legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, will be that of the employer.

12. Upon the death of the member covered under the scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S. 35014(17)]81-PF. II]

नई दिल्ली 11 जनवरी, 1982

का० प्रा० 215.—सैसई क्लेरियन एडवर्टाईजिंग सर्विसेस लिमिटेड, 55 भिर्ता गालिब स्ट्रीट कलकत्ता-16 (जिसे इसमें इसके पश्चात उक्त स्थापना कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम 1952 (1952 का 19) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है,

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापना के कर्मचारी किसी पृथक अधिधाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदा उठा रहे हैं और ऐसे कर्मचारियों के लिए वे फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात उक्त स्कीम कहा गया है) के अधीन उन्हें अनुशील्य हैं ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवर्त शक्तियों का प्रयोग करते हुए और इससे उपायय अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापना को तीन वर्षों की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापना के संबंध में नियोजन प्रादेशिक भविष्य निधि आयुक्त, कलकत्ता को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय समय पर निर्दिष्ट करे।

2. नियोजक, ऐसी निरीक्षण प्रभारों का प्रत्येक भास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्राशस्तन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रभारों का संदाय आदि भी हैं, होने वाले सभी व्ययों का अहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए,

एक उस संशोधन की प्रति तथा कर्मचारियों को बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन को भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसको बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संबलित करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संक्षेप रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिरकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त, कलकत्ता के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियम करे, प्रीमियम का संदाय करने में असफल रहता है, और पामिसी को व्यवगत हो जाने दे दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय, आदि में किए गए किसी व्यतिक्रम भी दशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकशर नामनिर्देशितियों विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं. एस-35014/31/78-पी० एफ-2]

S.O. 215.—Whereas Messrs Clarion Advertising Services Ltd., 55-Mirza Ghalib Street, Calcutta-16. (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance

which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme):

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Calcutta and maintain such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts Submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Where an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in this establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme if on the death of any employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the different to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner Calcutta and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any, made by the employer in payment of premium etc., the responsibility for payment of assurance benefits to the nominee or legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, will be that of the employer.

12. Upon the death of the member covered under the scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(31)/78-PF.II]

का० धा० 216.—मैसर्स नेशनल मेटल इंडस्ट्रीज, पोस्ट बाक्स नं० 84, भागिरथ पुरा, इंदौर 452003 (मध्य प्रदेश) जिसे इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक अभिवाय या प्रीमियम का संवाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदा उठा रहे हैं और ऐसे कर्मचारियों के लिए वे फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निवेश सहस्रक बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए और इससे उपायक अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि प्रायुक्त, मध्य प्रदेश को ऐसी विवरणियाँ भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निदिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रमारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संवाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निदिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संवाय, लेखाओं का अंतरण, निरीक्षण प्रमारों का संवाय आदि भी है, होने वाले सभी व्ययों का बहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, सब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुबाव, स्थापन के सूचना पट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संवाय रकम उस रकम से कम है जो कर्मचारी को उस वक्ता में संवाय होती जब वह उक्त स्कीम के

अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशी को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संवाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि प्रायुक्त मध्य प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि प्रायुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उक्त सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संवाय करने में असफल रहता है, और पाबिसी को व्यपगत हो जाने दे दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संवाय, आदि में किए गए किसी व्याप्तक्रम की वक्ता में, उन मृत सदस्यों के नामनिर्देशियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संवाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन होने वाले किसी सदस्य की मृत्यु होने पर उसके हक्दार नामनिर्देशियों/विधिक वारिसों को बीमाकृत रकम का संवाय तत्परता से और प्रत्येक वक्ता में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं० एस० 35014(39)/81-पी० एफ० 2]

S.O. 216.—Whereas Messrs National Metal Industries, P.B. No. 84, Bhagirath Pura, Indore-452003 (M.P.) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Madhya Pradesh maintain such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premium, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, along with a translation of the salient features thereof, in the language of the majority of the employees.

5. Where an employee, who is already a member of the Employees Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in this establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said scheme are enhanced, so that the benefits available under the Group Insurance are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of any employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment, or the benefits to the employees under this Scheme are reduced to any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any, made by the employer in payment of premium etc., the responsibility for payment of assurance benefits to the nominee or legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption will be that of the employer.

12. Upon the death of the member covered under the scheme, the employer in relation to the said establishment ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(39)/81-PF. II]

कां.प्र. 217.—मैसर्स पि. जाम्ने हाईंग एंड मैयूफैक्टरिंग कम्पनी लिमिटेड, नेविले हाऊस, वेल्सले एस्टेट, मुम्बई (एम. एच. 89) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक भविष्य या प्रीमियम का संवाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदा उठा रहे हैं और ऐसे कर्मचारियों के लिए ये

फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निसेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए और इससे उपाध्व अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजन प्रादेशिक भविष्य निधि प्रायुक्त, महाराष्ट्र को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संवाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संवाय, लेखाओं का अन्तरण, निरीक्षण प्रसारों का संवाय, आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुबाव, स्थापन के सूचना-बोर्ड पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी जागत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत् करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों का उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी बान के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संवाय रकम उस रकम से कम है जो कर्मचारी की उस दशा में संवाय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशिनी को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संवाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि प्रायुक्त, महाराष्ट्र के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो सही, प्रादेशिक भविष्य निधि प्रायुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का मुक्तिपुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम में, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त

होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्ययगत हो जाने से रद्द किया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय, प्रादि में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के भर्तगत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं.एस०-35014/60/79-पी०एफ० 2]

S.O. 217.—Whereas Messrs The Bombay Dyeing and Manufacturing Company Ltd., Neville House, Baliard Estate, Bombay (M.H. 89) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer, in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra and maintain such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premium, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, along with a translation of the salient features thereof, in the language of the majority of the employees.

5. Where the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in this establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment, or the benefits to the employees under this Scheme are reduced to any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any, made by the employer in payment of premium etc., the responsibility for payment of assurance benefits to the nominee or legal heirs of deceased members who would have been covered under the said Scheme put for grant of this exemption shall be that of the employer.

12. Upon the death of the member covered under the scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(60)/79-PF-II]

का० धा० 218.—मैसर्स दि बाम्बे डाइंग एंड मैन्युफैक्चरिंग कम्पनी लिमिटेड, नेविल्ले हाऊस, बेल्लार्ड एस्टेट, मुम्बई (एम० एच०-89) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक प्रविदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदा उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुमति हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवृत्त शक्तियों को प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्षों के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजन प्रादेशित भविष्य निधि प्रायुक्त, महाराष्ट्र को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संवाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निविष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाग्रों का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संवाय, लेखाग्रों का अन्तरण, निरीक्षण प्रभारों का संवाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम सुरक्षित दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत् करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुश्रेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संवत् रकम उस रकम से कम है जो कर्मचारी को उस दशा में संवत् होती जब वह उक्त स्कीम के अधीन होता हो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संवाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, महाराष्ट्र के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो बड़ी, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का मुक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रह की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियम तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संवाय करने में असफल रहता है, और पश्चिमी को व्ययगत हो जाने के विमा जाता है तो, छूट रह की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संवाय, आदि में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संवाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितियों/विधिक वारिसों को बीमागत रकम का संवाय तत्परता से और प्रत्येक

दशा में भारतीय जीवन बीमा निगम से बीमागत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं० एस०-35014/60/79-पी० एफ० 2]

S.O. 218.—Whereas Messrs The Bombay Dyeing and Manufacturing Company Limited, Neville House, Ballard Estate, Bombay (MH-90) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra and maintain such accounts and provide for such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Where an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of any employee the amount payable under the Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment, or the benefits to the employees under this Scheme are reduced to any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any, made by the employer in payment of premium etc., the responsibility for payment of assurance benefits to the nominees or legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption shall be that of the employer.

12. Upon the death of the member covered under the scheme, the employer in relation to the said establishment ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(60)/79-PF-III]

का० प्रा० 219—मैसर्स दि बाम्बे डाइंग एंड मैन्युफैक्चरिंग कम्पनी लिमिटेड, नेविल्ले हाउस, बेल्गार्ड एस्टेट, मुम्बई (ई० पी० एफ० कोड नं० एम०एच०/9517) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक् अभिधाय या प्रीमियम का संवाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदा उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत है;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्षों के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजन प्रादेशिक भविष्य निधि आयुक्त, महाराष्ट्र को ऐसी विवरणियाँ भेजना और ऐसे लेखा रखना तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करना जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संवाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रसारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा

और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संबत करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संवेद्य रकम उस रकम से कम है जो कर्मचारी को उस वृत्ति में संवेद्य होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, महाराष्ट्र के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को ब्यवगत हो जाने दे दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय, आदि में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संवाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हक्दार नामनिर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संवाय तत्परता से और प्रत्येक वृत्ति में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं० एस० 35014/60/79-पी०एफ० 2]

S.O. 219.—Whereas Messrs. The Bombay Dyeing and Manufacturing Company Limited, Neville House, Ballard Estate, Bombay (EPF code No. MH/9517) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Scheduled annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra maintain such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts Submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Where the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in this establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment, or the benefits to the employees under this Scheme are reduced to any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any, made by the employer in payment of premium etc., the responsibility for payment of assurance benefits to the nominees or legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption shall be that of the employer.

12. Upon the death of the member covered under the scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No S-35014(60)/79-PF-II]

का० प्रा० 220—मैसर्स दि बाम्बे डाईंग एंड मैनुफैक्चरिंग कम्पनी लिमिटेड, नेक्ले हाऊस, वेल्फार्ड एस्टेट, मुम्बई (ई०पी०एफ० कोड नं० एम०एच० 9518) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952

(1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक् अभिवाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदा उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी विशेष सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुश्रेय है,

प्रत. केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपबन्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजन प्रादेशिक भविष्य निधि प्रायुक्त, महाराष्ट्र को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रचारों का प्रत्येक मास को समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन, में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रचारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों का उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुश्रेय हैं।

7. सामूहिक बीमा स्कीम में किसी जान के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशित को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि प्रायुक्त, महाराष्ट्र के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव

पड़ने की संभावना हो वहाँ, प्राथमिक भविष्य निधि प्रायुक्त, अपना अनु-मोदन देने से पूर्व कर्मचारियों को अपना वृष्टिकोण स्पष्ट करने का युक्ति-युक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उन सामूहिक बीमा स्कीम के, जिसे स्थापन के पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इन स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रह की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियम करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यवगन हो जाने से बचा जाता है तो, छूट रह की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय, प्रादि में किए गए किसी व्यक्तिक्रम की वशा से, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के प्रत्येक सदस्य होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संवध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक वशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं० एस० 35014/60/79-पी० एफ० 2]

S.O. 220.—Whereas Messrs The Bombay Dyeing and Manufacturing Company Limited, Nevike House, Ballard Estate, Bombay, EPF Code No. MH/9518 (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra and, maintain such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

1178 GI/81—10

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts Sub-mission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Where an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment, or the benefits to the employees under this Scheme are reduced to any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any, made by the employer in payment of premium etc., the responsibility for payment of assurance benefits to the nominees or legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption shall be that of the employer.

12. Upon the death of the member covered under the scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(60)/79-PF-III]

का० भा० 221.—जैसे कि बाम्बे डाईंग एंड मैनुफैक्चरिंग कम्पनी लिमिटेड, नेविल्ले हाऊस, बेल्लार्ड एस्टेट, मुम्बई (एम०एच० 4523) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक प्रीमियम या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन के रूप में फायदा उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन रहें अनुभूत हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए और इससे उपावृत्त अनुसूची में निर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्षों के लिए उक्त स्कीम के सभी उपबंधों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजन प्रादेशिक भविष्य निधि प्रायुक्त, महाराष्ट्र को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभावों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाता, बीमा प्रीमियम का संदाय, लेखाओं का भंडारण, निरीक्षण प्रभावों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के स्वस्थ के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत प्रावश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों का उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदाय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संवत् होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशित को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि प्रायुक्त, महाराष्ट्र के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि प्रायुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अथवा दृष्टिकोण स्पष्ट करने का सुमित्युक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को अत्यंत हो जाने दे दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय, आदि में किए गए किसी व्यतिक्रम की दशा में, मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों से संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हक्दार नामनिर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं०एम०-35014/60/79-सी०एफ०-II]

S.O. 221.—Whereas Messrs The Bombay Dyeing and Manufacturing Company Limited, Neville House, Ballard Estate, Bombay (MH-4523) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the employees Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra and maintain such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Where the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where for any reason the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment, or the benefits to the employees under this Scheme are reduced to any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium etc., the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(60)/79-PF II]

कां० 222—मैसर्स ट्रैक्टर इंजीनियर्स लिमिटेड एल०ए० टी० हाऊस बेरुवाड हस्टेट, मुम्बई-400038, (जिसे हममें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे हममें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक् आभिव्यक्ति या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदा उठा रहे हैं और ऐसे कर्मचारियों के लिए वे फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहज बीमा स्कीम, 1976 (जिसे हममें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत है;

मत: केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाज्य अनुसूची में विनिर्दिष्ट बातों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभा उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में निरोजित प्रादेशिक भविष्य निधि आयुक्त, महाराष्ट्र को ऐसी विवरणियां भेजना प्रारंभ करने तथा निरोजित के लिए ऐसी सुविधाएं प्रदान करना जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे

2. नियोजक, ऐसे निरीक्षण प्रचारों का प्रत्येक भास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रचालन में, जिसके प्रस्तुत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाता, बीमा प्रीमियम का संदाय, लेखाओं का प्रंतरण, निरीक्षण प्रचारों का संदाय आदि में है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों का अनुसूची का भाग में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत् करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपाज्य फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम कर्मचारियों को उपाज्य फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपाज्य फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अन्तर्गत अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संवेद्य रकम उस रकम से कम है जो कर्मचारी को उस वृत्ति में संवेद्य होनी जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त, महाराष्ट्र के पूर्व अनुमोदित के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने का संभावना होवता, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यंग्य हो जाने दे दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय, भविष्य में किए गए किसी व्यक्तिक्रम की वशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक वशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[संएस-35014/72/81-पीएफ-II]

S.O. 222.—Whereas Messrs Tractor Engineers Limited, L&T House, Ballard Estate, Bombay-400038 (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the employees Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra and maintain such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Where an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the

benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment, or the benefits to the employees under this Scheme are reduced to any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy to allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium etc., the responsibility for payment of assurance benefits to the nominee or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, will be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(72)/81-PF II]

कां० प्रा० 223.—मैसर्स ट्राक्टर इंजीनियर्स लिमिटेड, पोस्ट बाक्स नं० 209, बाळार्ड एस्टेट - 577002 (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक् अधिधाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदा उठा रहे हैं। और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहायक बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट बातों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपाबन्धों के प्रयत्न से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि दायित्व, कर्नाटक को ऐसी विवरणियाँ भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निदिष्ट करे।

2. नियोजक ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय लेखाओं का अंतरण, निरीक्षण प्रभागों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जय कभी उनमें संशोधन किया जाए, तब उग संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सौंप करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बहाल जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिवत वारिस/ नामनिर्देशिनी को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, कर्नाटक के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्ति-युक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियम तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असमर्थ रहता है, और पालिसी को व्ययगत हो जाने दे दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय, आदि में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितियों/ विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के बाद बिन के भीतर मुनिषिक्त करेगा।

8.O. 223.—Whereas Messrs Davangers Sugar Company Limited, P.B. No. 209, Davangers-577002 (hereinafter referred to as the said establishment have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act) ;

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the employees Deposited Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme) ;

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for three years.

THE SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Karnataka and maintain such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time,

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Where an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in this establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Karnataka and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment, or the benefits to the employees under this Scheme are reduced to any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy to allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium etc., the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, will be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(63)/81-PF II]

का०प्रा० 224—मैसर्स एच.ए.एल. लिमिटेड, एल. एंड टी. हाऊस, बेल्सार्ड एस्टेट, मुम्बई-400038, (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक् अभिदाय या प्रीमियम का संवाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदा उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहस्रक बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूते हैं ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए और इससे अपाठ्य अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजन प्रादेशिक भविष्य निधि आयुक्त, महाराष्ट्र को ऐसी विवरणियाँ भेजनी और ऐसे लेखा रखनी तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करनी जो केन्द्रीय सरकार समय-समय पर निश्चित करे।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संवाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निश्चित करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संवाय, लेखाओं का अंतरण, निरीक्षण प्रभागों का सदाय प्राप्ति भी है, होने वाले सभी व्ययों का बहुत नियोजक द्वारा दिया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा तथा अनमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी वास्तव आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को भुगत करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित भाग से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संवेद्य रकम उस रकम से कम है जो कर्मचारी को उस वृत्ति में संवेद्य होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संवाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, महाराष्ट्र के पूर्ण अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संवाय करने में असफल रहता है और पाविसी की व्यवगत हो जाने दे दिया जाता है, तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संवाय, प्राप्ति में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संवाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संवाय तत्परता से और प्रत्येक वृत्ति में भारतीय जीवन बीमा निगम में बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं.एम-35014/90/81-पी.एफ.०-2]

S.O. 224.—Whereas Messrs EWAC Alloys Limited, L&T House, Bellard Estate, Bombay-400038 (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the employees Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme) ;

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for three years.

THE SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra and maintain such accounts

and provide for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Where an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in this establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment, or the benefits to the employees under this Scheme are reduced to any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy to allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium etc., the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, will be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(90)/81-PF II]

कां० प्रा० 225 — मैसर्स बाबें इलेक्ट्रिक सप्लाय एंड ट्रांसपोर्ट इंटरप्राइजेस लिमिटेड हाऊस, पोस्ट बाक्स न० 192, मुम्बई-39 (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा 2 (क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन कर्मचारी किसी पृथक अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदा उठा रहे हैं और ऐसे कर्मचारियों के लिए वे फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी विशेष सहज बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है ,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपबन्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है ।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजन प्रादेशिक भविष्य निधि प्रायुक्त, महाराष्ट्र को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निश्चित करे ।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निश्चित करे ।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का भंडारण, निरीक्षण प्रसारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा ।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुपंक्तियों को भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा ।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम गुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संबत करेगा ।

6. यदि उक्त स्कीम के अधीन कर्मचारियों का उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं ।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सदाय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदाय होती जब वह उक्त स्कीम के अधीन होता, तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशिनी को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा ।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि प्रायुक्त, महाराष्ट्र के पूर्ण अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि प्रायुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना वृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा ।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उम सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में प्रसफल रहता है, और पालिसी को व्यवगत हो जाने से दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय, आदि में किए गए किसी व्ययक्रम भी वशा में, उन मृत सदस्यों के नामनिर्देशनियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के धनगत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशनियों/विधिक वारिसों को बीमाकृत रकम का संवाय तत्परता से और प्रत्येक वशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं० एस०-35014/92/81-पी०एफ० 2]

S.O. 225.—Whereas Messrs Bombay Electric Company and Transport Undertaking, Best House, P.B. No. 192, Bombay-39. (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit Limited Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempt; the said establishment from the operation of all the provisions of the said Scheme, for a period of three years.

THE SCHEDULE

1. The employer in relation to the said establishments shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra and, maintain such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, with 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended alongwith a translation of the salient features thereof, in the language on the majority of the employees.

5. Where an employee, who is already a member of the Employees Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in

his establishment the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under the scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point in view.

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment, or the benefits to the employees under this Scheme are reduced to any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any, made by the employer in payment of premium etc. the responsibility for the payment of as Insurance benefits to the nominee or legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, will be that of the employer.

12. Upon the death of member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[S-35014/92/81-PF. II]

फा०आ० 226— मैसर्स सी कम्प्यूटर मेन्टेनेंस कांर्पोरेशन लिमिटेड, हैदराबाद (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी शक्तिशाली निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक् अधिदाय या प्रीमियम का संवाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदा उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुजेय हैं,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबंधों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संघ में नियोजन प्रादेशिक भविष्य निधि आयुक्त, आन्ध्र प्रदेश को ऐसी विवरणियाँ भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रचारों का प्रत्येक माम की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संचाय, लेखाओं का अंतरण, निरीक्षण प्रचारों का संवाय आदि भी है, होने वाले सभी व्ययों का बहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है, तो नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों का उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुजेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदाय रकम उस रकम से कम है जो कर्मचारी की उस वृत्ति में संचाय होती जब वह उक्त स्कीम के अधीन होता, तो, नियोजक कर्मचारी के विधिवत वारिस/नामनिर्देशित को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, आन्ध्र प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का मुक्तिपत्र अग्रसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संचाय करने में असफल रहता है, और पालिसी को व्ययगत हो जाने दे दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय, आदि में किए गए किसी व्यतिक्रम की दशा में, उन मूल सब्सिडियों के नामनिर्देशितियों या विधिवत वारिसों को जो यदि वह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होने, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हक्कदार नामनिर्देशितियों/विधिवत वारिसों को बीमाकृत रकम का संचाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं० एस० - 35034/104ए/81-पी०एफ० 2]

S.O. 226.—Whereas Messrs The Computer Maintenance Corporation Limited Hyderabad, (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the employees Deposit Limited Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said scheme, for a period of three years.

SCHEDULE

1. The employer in relation to the said establishments shall submit such returns to the Regional Provident Fund Commissioner, Andhra Pradesh and, maintain such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, with 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Where an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Andhra Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Com-

missioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment, or the benefits to the employees under this scheme are reduced to any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any, made by the employer in payment of premium etc. the responsibility for the payment of assurance benefits to the nominee of legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, will be that of the employer.

12. Upon the death of the member covered under the scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[S. 35014/104-A/81-PF. II]

सुद्धि-पत्र

का० प्रा० 227.— भारत के राजपत्र, भाग 2, खण्ड 3, उपखण्ड (ii) तारीख 31 जनवरी, 1981 के पृष्ठ 426 पर प्रकाशित भारत सरकार के श्रम मंत्रालय की अधिसूचना सं० का० प्रा० 426, तारीख 16 जनवरी, 1981 में पृष्ठ 426 पर दूसरी पंक्ति में "हसन" के स्थान पर "हसन" पढ़े।

[सं. एस० 35017/80/79-पी०एफ०-2]

CORRIGENDUM

S.O. 227.—In the notification of the Government of India in the Ministry of Labour No. S.O. 426 dated the 16th January, 1981 published at page 426 of the Gazette of India, Part II, Section 3, Sub-section (ii) dated the 31st January, 1981, the words at page 426, in line 3, for "Hussan" read "Hassan".

[No. S. 35017/80/79-PF.II]

का० प्रा० 228.— केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स एंजल लेबोरेटरीज (प्राइवेट) लिमिटेड, श्रीरामपुर, डाकघर गारिया (बृहत्तर कलकत्ता) 24-परगना (पश्चिमी बंगाल) जिसके अन्तर्गत गारिया कलकत्ता-84 स्थित उसका रजिस्ट्रीकृत कार्यालय भी है, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं० एस० 35017/24/81-पी०एफ०-2]

S.O. 228.—Where it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Angel Laboratories (Private) Limited, Sreerampur, Post Office Garia (Greater Calcutta) 24-Parganas, (West Bengal) including its Registered Office at Garia, Calcutta-84, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment,

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35017(24)/81-PF.II]

का० प्रा० 229.— केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स फायर गैस एंड किल्न (इंडिया) प्राइवेट लिमिटेड, 19 बी० एम० मुखर्जी रोड (पूर्वी खंड) दूसरी मंजिल, कलकत्ता-97, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं० एस० 35017/25/81-पी० एफ०-2]

S.O. 229.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Fire, Gas and Kiln (India) Private Limited, 19, B.M. Mukherjee Road (Eastern Block) 2nd Floor, Calcutta-97 have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment,

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35017(25)/81-PF.II]

का० प्रा० 230.— केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स गुजरात डायस्टाफ्स प्राइवेट लिमिटेड, 7, न्यू मरिन लाइन्स, मुम्बई-20 जिसके अन्तर्गत 1, पंचशील, 82/84, वाल्केश्वर रोड, मुम्बई-6 स्थित उसकी शाखा भी है नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं० एस० 35018/88/80-पी०एफ०-2]

S.O. 230.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Gujarat Dyestuffs Private Limited, 7, New Marine Lines, Bombay-20 including its branch at 1, Panchshila, 82/84, Walkeshwar Road, Bombay-6, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment.

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35014(88)/80-PF. II]

का० प्रा० 231.— केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स प्रीमियर मोरारजी केमिकल्स कम्पनी लिमिटेड, कामिक जगधी, त्रिवेन्द्रम-14 जिसके अन्तर्गत, कलानूर, अल्फेपी जिला स्थित उसका कारखाना भी है, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की

बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं० एस-35019/7/80-पी. एफ-2]

पी० सिन्हा, उप सचिव

S.O. 231.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Premier Morarji Chemicals Company Limited, Karthika, Jagathy, Trivandrum-14 including its factory at Kalvoor, Alleppy District, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment.

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(7)/80-PF. II]
P. SINHA, Dy. Secy.

नई दिल्ली, 4 जनवरी 1982

का०आ० 232—बीड़ी कर्मकार कल्याण निधि नियम, 1978 के नियम 3 के उप-नियम (1) तथा नियम 4 के उपनियम (2) के साथ पठित बीड़ी कर्मकार कल्याण निधि अधिनियम, 1976 (1976 का 62) की धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तथा भारत के राजपत्र तारीख 20 दिसम्बर, 1980 के भाग-II—खण्ड 3 उपखण्ड (ii) में पृष्ठ 4376 पर प्रकाशित भारत सरकार, श्रम मंत्रालय की अधिसूचना संख्या का०आ० 3587 (जिसे इसके बाद उक्त अधिसूचना कहा जायेगा) में प्रांशिक संशोधन करते हुए केन्द्रीय सरकार श्रीमती सरोजिनी कुशे को केन्द्रीय सलाहकार समिति के सदस्य के रूप में नियुक्त करती है और उक्त अधिसूचना में निम्नलिखित संशोधन करती है, अर्थात्:—

उक्त अधिसूचना में, क्रमांक 19 और उसके संबंधित प्रविष्टियों के लिये, निम्नलिखित प्रतिस्थापित किया जायेगा, अर्थात्:—

“19. श्रीमती सरोजिनी कुशे,

निदेशक,

ईसस पी०बी० एस० बीडीज प्रा० लिमिटेड,

पी०बी० एस० सदन, कोडियल बेल, पो०बा० न० 707,

मंगलूर।

[संख्या यू-23018/2/80-एम-5]

एच० पी० दास, उप-सचिव

New Delhi, the 4th January, 1982

S.O. 232.—In exercise of the powers conferred by section 6 of the Beedi Workers Welfare Fund Act, 1976 (62 of 1976) read with sub-rule (1) of rule 3 and sub-rule (2) of rule 4 of the Beedi Workers Welfare Fund Rules, 1978 and in partial modification of the notification of the Government of India in the Ministry of Labour No. 3587 published at page 4376 of Part II—Section 3—sub-section (ii) of the Gazette of India dated the 20th December, 1980 (hereinafter refer to as the said notification), the Central Government hereby appoints Shrimati Sarojini Kushe to be a member of

the Central Advisory Committee and makes the following amendments in the said notification namely:—

In the said notification, for serial No. (19) and the entries relating thereto, the following shall be substituted namely:—

“(19). Smt Sarojini Kushe.

Director,

M/s. P. V. S. Beedis P. Ltd.,

P. V. S. Sadan,

Kodiyalbell, P.B. No. 7707,

Mangalore.”

[No. U-23018/2/80-M.V.]

H.P. DAS, Deputy Secy.

आदेश

नई दिल्ली, 5 जनवरी, 1981

का०आ० 233—केन्द्रीय सरकार की राय है कि इससे उपाखण्ड अनुसूची में विनिर्दिष्ट विषय के बारे में कर्नाटक कापर कंसोर्टियम लिमिटेड की कल्याण कापर माइन्स के प्रबंध मंडल से संबद्ध एक औद्योगिक विवाद नियोजकों और उनके कर्मचारों के बीच विद्यमान है;

और केन्द्रीय सरकार उक्त विवाद को न्याय निर्णयन के लिये निर्देशित करना वांछनीय समझती है;

अतः केन्द्रीय सरकार, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7-क और धारा 10 की उपधारा (1) के खंड (ए) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए एक औद्योगिक अधिकरण, गठित करती है जिसके पीठासीन अधिकारी श्री श्री० एच० उपाध्याय होंगे जिनका मुख्यालय बंगलूर में होगा और उक्त विवाद को उक्त अधिकरण के न्यायनिर्णयन के लिये निर्देशित करती है।

अनुसूची

क्या कर्नाटक कापर कंसोर्टियम लिमिटेड की कल्याण कापर माइन्स के खानों के स्टाफ सदस्यों की मंहगाई गते में 1-8-80 से 35 रुपये की वृद्धि न देने की प्रत्यक्ष की कार्यवाही न्यायोचित है? यदि नहीं, तो कर्मकार किस अनुतोष के हकदार हैं?

[सं० एल 43025/1/81-डी०-3(बी)]

के० के० हांडा, धर सचिव

ORDER

New Delhi, the 5th January, 1982

S.O. 233.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Kalyadi Copper Mines of Karnataka Copper Consortium Limited and their workmen in respect of the matter specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri V. H. Upadhyaya shall be the Presiding Officer, with headquarters at Bangalore and refers the said dispute for adjudication to the said Tribunal

SCHEDULE

Whether the action of the management of Kalyadi Copper Mines of Karnataka Copper Consortium Limited in denying the increase of Rs. 35 p.m. in D.A. with effect from 1-8-80 to the staff members of the mines which was granted to the mine workers of the same mine, is justified? If not, to what relief the workmen are entitled?

[No. L-43025(1)/81-D.III.B]

K. K. HANDA, Under Secy.

आदेश

नई दिल्ली, 5 जनवरी, 1982

का०आ० 234—केन्द्रीय सरकार की राय है कि इससे उपावद्ध मनुसूची में विनिर्दिष्ट विषय के बारे में सेल के राउरकेला स्टील प्लांट के प्रबन्ध मंडल से सम्बद्ध एक औद्योगिक विवाद नियोजकों और उनके कर्मचारियों के बीच विद्यमान है,

और, केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिये विनिर्दिष्ट करना वांछनीय समझती है;

अतः, केन्द्रीय सरकार, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7-क और धारा 10 की उपधारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, एक औद्योगिक अधिकरण गठित करती है जिसके पीठासीन अधिकारी श्री जे० एम० माहपात्र होंगे, जिसका मुख्यालय भुवनेश्वर में होगा और उक्त विवाद को उक्त अधिकरण के न्यायनिर्णयन के लिये निर्देशन करती है।

मनुसूची

क्या राउरकेला स्टील प्लांट के काल्डा आयरन और माइन्स के द्वारा नियोजित उजरत पर काम करने वाले मकेश्वरी रवि नारायण नायक, लक्ष्मण महाकुद, अनिरुद्ध पात्रा, सिबचरण पात्रा, गंगुनायक, राजन नायक, भाग्यादास और नाथानायक की सेवामुक्ति की कार्रवाई न्यायोचित है? यदि नहीं, तो कर्मकार किस अनुतोष का हकदार है?

[सं० एल०-26024/2/81-डी०-III(बी०)]

ORDER

New Delhi, the 5th January, 1982

S.O. 234.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Rourkela Steel Plant of SAIL and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri J. M. Mahapatra shall be the Presiding Officer, with headquarters at Bhubaneswar and refers the said dispute for adjudication to the said Tribunal.

THE SCHEDULE

Whether the dismissal of S/Shri Rabinarayan Naik, Lakshman Mahakud, Anirudha Patra, Sibcharan Patra, Gangu Naik, Rajan Naik, Bhagya Das and Natha Naik piece rated workers of Kalta Iron Ore Mines of Rourkela Steel Plant is justified? If not, to what relief they are entitled to?

[No. L-26024/2/81-D.III.B]

आदेश

नई दिल्ली, 12 जनवरी, 1982

का०आ० 235—एस०ए०आर्डी०एल, पूर्णपानी के राउरकेला स्टील प्लांट की पूर्णपानी चूना पत्थर और डोलोमाइट क्वारी के ठेकेदार, मैसर्स एच० एम० रावले के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारियों के बीच जिनका प्रतिनिधित्व यूनाइटेड माइन्स मजदूर यूनियन, क्वार्टर नं० एफ० 32, सैक्टर-18 राउरकेला-3 करती है, एक औद्योगिक विवाद विद्यमान है;

और उक्त नियोजकों और कर्मचारियों ने औद्योगिक विवाद अधिनियम 1947 की धारा 10-क की उपधारा (1) के उपबन्धों के अनुसरण में एक लिखित करार द्वारा उक्त विवाद को उसमें वर्णित व्यक्ति के माध्यम से लिए निर्देशन करने का करार कर लिया है और उक्त माध्यम से करार को एक प्रति केन्द्रीय सरकार को भेजी गई है;

अतः, अब उक्त अधिनियम की धारा 10-क की उपधारा (3) के अनुसरण में, केन्द्रीय सरकार उक्त करार को एतद्वारा प्रकाशित करती है।

(करार)

(औद्योगिक विवाद अधिनियम, 1947 की धारा 10क के अधीन)

पक्षकारों के नाम :

नियोजकों का प्रतिनिधित्व करने वाले : 1. मैसर्स एच०एम० रावले, ठेकेदार, पूर्णपानी चूनापत्थर और डोलोमाइट क्वारी, डाकघर पूर्णपानी जिला सुन्दरगढ़।

कर्मचारियों का प्रतिनिधित्व करने वाले : 1. श्री एस० एन० मुदाली, उपाध्यक्ष यूनाइटेड माइन्स मजदूर यूनियन, क्वार्टर नं० एफ/32, सैक्टर-18 राउरकेला-3।

पक्षकारों के बीच निम्नलिखित औद्योगिक विवाद को श्री ओ०पी० गुप्ता क्षेत्रीय श्रमायुक्त (केन्द्रीय), भुवनेश्वर, स्वास्तिक निवास, प्लॉट नं० 637, डाकघर शहीद नगर, भुवनेश्वर-751007, जिला पूरी के माध्यम से लिए निर्देशन करने का करार किया गया है।

1. विनिर्दिष्ट विवाद प्रस्त विषय :

“क्या पूर्णपानी चूना पत्थर और डोलोमाइट क्वारी, पूर्णपानी के ठेकेदार, मैसर्स एच०एम० रावले, के उजरती दर के अधिकतम सर्वश्री मार्कुण्ड गजेन्द्र, श्रीमती सलमी कर्मा बड़ादक, बोर्ण, अग्ररिण, डोन्ड, सिल ब्रा तथा पूर्ण चम्पू प्रधान की 10-2-81 से सेवा-समाप्ति न्यायोचित है? यदि नहीं, तो ये किस अनुतोष के हकदार हैं?”

2. विवाद के पक्षकारों का विवरण : 1. मैसर्स एच०एम० रावले, ठेकेदार, जिसमें अंतर्भावित स्थापन या पूर्णपानी चूनापत्थर और डोलोमाइट क्वारी, पूर्णपानी। उपक्रम का नाम और पता भी साइट क्वारी, पूर्णपानी। सम्मिलित है।

2. श्री एस० एन० मुदाली, उपाध्यक्ष यूनाइटेड माइन्स मजदूर यूनियन, क्वार्टर नं० एफ/32, सैक्टर-18, डाकघर राउरकेला, जिला सुन्दरगढ़।

3. कर्मकार का नाम, यदि वह स्वयं विवाद में अंतर्भावित है या नहीं यदि कोई संघ प्रपनगत कर्मकारों का प्रतिनिधित्व करता हो तो उसका नाम। यूनाइटेड माइन्स मजदूर यूनियन (सीटू)

4. प्रभावित उपक्रम में नियोजित लगभग 600 कर्मचारियों की कुल संख्या।

5. विवाद द्वारा प्रभावित या संभावित : 9 (नौ) प्रभावित होने वाले कर्मचारियों की प्रायकलित संख्या

हम यह भी करार करते हैं कि माध्यम का विनिश्चय हम पर बाध्यकार होगा।

मध्यस्थ अपना पचाट तीन माग की कालावधि या इतने और समय के भीतर जो हमारे बीच पारस्परिक विनिर्दिष्ट करार द्वारा बढ़ाया जाए, देगा। यदि पूर्व धर्णित कालावधि के भीतर पचाट नहीं दिया जाता तो माध्यस्थ के लिए निर्देश स्वतः रद्द हो जाएगा और हम नए माध्यस्थ के लिए बातचीत करने को स्वतंत्र होंगे।

पक्षकारों के हस्ताक्षर

नियोजकों का प्रतिनिधित्व करने वाले कर्मकारों का प्रतिनिधित्व करने वाले
 ह० एस० के० रावले ह० (एस० एन० मुदाली)
 प्रबंधक भागीदार, उपाध्यक्ष, यूनाइटेड माइंस
 मैसर्स एच० एस० रावले, मजदूर यूनियन
 टेकदार
 माक्षी

1. ह० (राम प्रीत प्रसाद)
2. ह० श्री० रान्दी
 राउरकेला 2,

तारीख : 12 नवम्बर, 1981

मध्यस्थ की सहमति

क्षेत्रीय श्रमायुक्त (केन्द्रीय) का कार्यालय
 अर्थ शासकीय पत्र सं० 1(31)/81-कोन
 भुवनेश्वर, तारीख 16 नवम्बर, 1981

श्री आ,

कृपया यूनाइटेड माइंस मजदूर यूनियन द्वारा उठाए गए औद्योगिक विवाद के बारे में अपने अंशा० पत्र सं० 5(65)/81-प्रार०के०एल०/ए० तारीख 13-11-81 का अवलोकन करें। मैं पूर्णपानी चूनापत्थर और डोलोमाइट भवारी में मैसर्स एच० एस० रावले तथा मै० आर० सी० माहु, टेकदार के 2 विवादों के मध्यस्थ के रूप में कार्य करने के लिए अपनी सहमति देता हूँ।

भवदीय,

ह० ओ०पी० गुप्ता

श्री बी०एन० आ,
 सहायक श्रमायुक्त (केन्द्रीय)
 राउरकेला।

[संख्या एल-29012/25/81-श्री० III बी०]

गणि भूषण, अवर सचिव

ORDER

New Delhi, the 12th January, 1982

S.O. 235 :— Whereas, an industrial dispute exists between the employers in relation to the management of Messers H.S. Rawley, Contractor in Purnapani Limestone and Dolomite Quarry of Rourkela Steel Plant of SAIL, Purnapani and their workmen represented by United Mines Mazdoor Union, Qr.No. F/32, Sector-18, Rourkela-3.

And, whereas, the said employers and workmen have, by a written agreement in pursuance of the provisions of the sub-section (1) of section 10-A of the Industrial Disputes Act, 1947, agreed to refer the said dispute to arbitration by the person specified therein and a copy of the said agreement has been made available to the Central Government;

Now, therefore, in pursuance of sub-section (3) of section 10-A of the said Act, the Central Government hereby publishes the said Agreement.

AGREEMENT

(Under Section 10-A of the Industrial Disputes Act, 1947)

BETWEEN

Name of the Parties :—

Representing employers: M/S H.S. Rawley, Contractor, Purnapani Limestone and Dolomite Quarry, P.O. Purnapani, Dt. Sundergarh.

Representing workmen: Shri S.N. Mudali, Vice-President United Mines Mazdoor Union, Qr. No. F/32, Sector-18, Rourkela-3.

It is hereby agreed between the parties to refer the following dispute to the arbitration of Shri O.P. Gupta, Regional Labour Commissioner (Central), Bhubaneswar, Swastik Nivas, Plot No. 637, P.O. Shaheed Nagar, Bhubaneswar-751007, Dist. Puri.

(i) Specific matters in disputes:

"Whether the termination of S/Shri Markush, Gajendra, Smt. Salmi, Karma Badaik, Boarsh, Andriash, Dond, Sil Drush and Purna Ch. Pradhan, Piece-rated workers Messers H.S. Rawley, Contractor, Purnapani Limestone and Dolomite Quarry, Purnapani with effect from 10-2-81 is justified? If not, to what relief they are entitled to?"

- | | |
|---|--|
| (ii) Details of the parties to the dispute including the name and address of the establishment or undertaking involved; | (1) Messers H.S. Rawley, Contractor, Purnapani Limestone and Dolomite Quarry, Purnapani.
(2) Shri S.N. Mudali, Vice-President, United Mines Mazdoor Union, Qr. No. F/32, Sector-18 P.O. Rourkela-3, Dt. Sundergarh. |
|---|--|

- | | |
|--|--|
| (iii) Name of the workman in case he himself is involved in the dispute or the name of the union, if any, representing the workmen or workman in question. | United Mines Mazdoor Union
(C.I.T.U.) |
|--|--|

- | | |
|---|-----------|
| (iv) Total number of workmen employed in the undertaking affected | About 600 |
|---|-----------|

- | | |
|--|----------|
| (c) Estimated number of workmen affected or likely to be affected by the dispute | 9 (Nine) |
|--|----------|

We further agree that the decision of the Arbitrator be binding on us.

The Arbitrator shall make his Award within a period of three months or within such further time as is extended by mutual agreement between us in writing. In case the award is not made

within the period aforementioned, the reference to arbitration shall stand automatically cancelled and we shall be free to negotiate for fresh arbitration

Signature of the parties

Representing employer: Sd/-
S K. Rawley
(Mg. Partner)
M/S H.S. Rawley, Contractor

Representing workmen: Sd/-
S.N. Mudali
Vice-President
United Mines Mazdoor Union.

Witnesses

1. Sd/-
(Ram Prti Prasad)
2. Sd/-
(D. Tanty)
Rourkela-2, Dated the
12th November, 1981

Consent of the Arbitrator

Office of the
Regional Labour Commissioner (Central)
D O Lr.No 1/(31)/81-Con.
Bubaneswar, Dated the 16th November, 1981

My dear Jha.

Please refer to your D.O. Lr. No. 5/ (65)/81-RKL/A dated 13-11-1981 regarding Industrial disputes raised by United Mines Mazdoor Union. I am giving my willingness to act as Arbitrator in 2 disputes of Messers H.S. Rawley and Messers R.C. Sahoo, Contractor at Purnapani Limestone and Dolomite Quarry

Yours sincerely,
Sd/-
O.P. Gupta

Shri B.N. Jha,
A.L.C.(C), Rourkela

[No.L-29012/25/81-D. III.B]
Shashi Bhushan, Under Secy

नई दिल्ली, 7 जनवरी, 1982

का० प्रा० 236 :- रेल मंत्रालय ने इस अधिसूचना की अनुसूची में निर्दिष्ट विभागीय प्रतिष्ठानों (जिन्हें इसके पश्चात उक्त प्रतिष्ठानों कहा गया है) के संबंध में कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) की धारा 17 की उप-धारा (1क) के अधीन कर्मचारी कुटुम्ब पेंशन स्कीम 1971 से छूट के लिये आवेदन किया है।

और केन्द्रीय सरकार की राय में उक्त स्थापना के कर्मचारियों पर लागू और उनके द्वारा पारित "रेलवे कर्मचारियों के लिए कुटुम्ब पेंशन योजना, 1964" के अन्तर्गत परिवार पेंशन के रूप में ऐसे कर्मचारियों को प्राप्य फायदे उन फायदों से कम नहीं हैं, जो उक्त अधिनियम और कर्मचारी कुटुम्ब पेंशन स्कीम, 1971 के अधीन उसी प्रकार से किसी अन्य स्थापना के कर्मचारियों के लिए उपबध्तिन किए गए हैं।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (1क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और नीचे विनिर्दिष्ट

शर्तों के अधीन रहते हुए उक्त स्थापना को कर्मचारी कुटुम्ब पेंशन स्कीम के उपबंधों के प्रवर्तन से छूट देती है :-

सर्तें

- (1) नियोजक छूट के पश्चात किसी समय केन्द्रीय सरकार की इजाजत के बिना कुटुम्ब पेंशन के रूप में प्राप्य फायदों की मात्रा को घटा नहीं सकेगा।
- (2) नियोजक ऐसे लेखे रखे, ऐसे विवरण प्रस्तुत करेंगे और निरीक्षण के लिए ऐसी सुविधाएँ देंगे जिसका निर्देश केन्द्रीय सरकार समय-समय पर दे।
- (3) उक्त प्रतिष्ठान की कुटुम्ब पेंशन स्कीम की व्यवस्था में, जिसमें ऐसे लेखे रखना, लेखा और विवरण प्रस्तुत करना, लेखों का अन्तर्गण शामिल है सन्निहित सारा व्यय नियोजक द्वारा वहन किया जाएगा।
- (4) नियोजक उक्त प्रतिष्ठान के नोटिस बोर्ड पर केन्द्रीय सरकार द्वारा अनुमोदित उक्त प्रतिष्ठान को कुटुम्ब पेंशन योजना के यथा संशोधित नियमों की एक प्रति लगाएगा। वह उसके साथ अधिकांश कर्मचारियों द्वारा समझी जाने वाली भाषा में उसकी मुख्य-मुख्य बातों का अनुबाव भी लगाएगा।
- (5) केन्द्रीय भविष्य निधि धायुक्त की पूर्व अनुमति के बिना प्रतिष्ठान की कुटुम्ब पेंशन स्कीम के नियमों में कोई संशोधन नहीं किया जाएगा। जहाँ किसी संशोधन से कर्मचारी के हितों पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहाँ केन्द्रीय भविष्य निधि धायुक्त अपनी अनुमति देने से पहले कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का पर्याप्त अवसर देगा।

अनुसूची

विभागीय प्रतिष्ठानों की सूची

- | रेलवे के नाम
(केन्द्रीय रेलवे) (जो
12-3-70 को विद्यमान
थी) । ¹ | |
|--|--|
| 1 कैरेज एंड वेगन रिपयर शाप, बाड़ी बंदर। | |
| 2 कैरेज एंड वेगन फर्नीचर शाप, कल्याण। | |
| 3 ए० बी० शाप सी० एंड डब्ल्यू सिक साइडिंग, पुणे। | |
| 4 ए० बी० शाप सी० एंड डब्ल्यू सिक साइडिंग दृगातपुरी। | |
| 5 परमानेंट वे कंस्ट्रक्शियन डिपो, कल्याण। | |
| 6 सेट्रल कंस्ट्रिक्ट डिपो, लोनावला। | |
| 7 मैन कार शीड (रिपियरस) मल्टिपल-यूनिट स्ट्रोक, कुर्ली। | |
| 8 इलेक्ट्रिक लोको रिपियर्स एंड ड्राइंग हाईडिंग शाप, कल्याण। | |
| 9 प्रो० एच० ई० बर्कशाप, कुर्ली। | |
| 10 प्रो० एच० ई० बर्कशाप, लोनावला। | |
| 11 केंटरिंग यूनिट, बी० टी०। | |
| 12 केंटरिंग यूनिट, पुणे। | |
| 13 लोको शेड, बी० टी०। | |
| 14 डीजल लोको शेड, कुर्ली। | |
| 15 लोको शेड, कल्याण। | |
| 16 लोको शेड, पामवेल। | |
| 17 लोको शेड, नरेल। | |
| 18 लोको शेड, करजाट। | |
| 19 लोको शेड, लोनावला। | |
| 20 लोको शेड, डेहू रोड। | |
| 21 लोको शेड, पुणे। | |
| 22 लोको शेड, दृगातपुरी। | |
| 23 केंटरिंग यूनिट, भसावल। | |

24. केटरिंग यूनिट, जलगांव।
25. लोको शेड, भुमावल।
26. लोको शेड, (स्टीम), हटारसी
27. लोको शेड, (डीजल), हटारसी
28. लोको शेड, भकोला
29. लोको शेड, इगातपुरी
30. लोको शेड, नंदगांव।
31. लोको शेड, मुतिजापुर
32. लोको शेड, बबनेरा
33. लोको शेड, खांडवा
34. लोको शेड, चालीसगांव।
35. लोको शेड, पुन्ताबा।
36. लोको शेड, हारवा
37. लोको शेड, मनमाव
38. लोको शेड, नामिक
39. लोको शेड, पचोरा
40. लोको शेड, मोहाबा
41. एसी लोको शेड, इगातपुरी
42. ट्रांसपोर्टेशन वर्कशाप (सी एंड डब्ल्यू), झांसी।
43. आई ओ० वर्कशाप, भागरा।
44. लोको शेड, झांसी।
45. लोको शेड, बीना।
46. लोको शेड, भागरा कैंट।
47. लोको शेड, भोपाल।
48. लोको शेड, बारखेरा।
49. धौलपुर
50. बांदा
51. मथुरा
52. नई दिल्ली
53. ग्वास्वियर (एन जी)
54. लोको शेड, जबलपुर
55. सी० आर० आई० नागपुर।
56. सी० एम० बर्धा।
57. एल० एफ० भाजनी।
58. एल० एफ० भम्ला।
59. एल० एफ० बर्धा।
60. एल० एस० पी० आर० बासहरशाह।
61. एल० एस० पी० आर० जुमारखेव।
62. एफ० सी० आई० सी० पुनगांव।
63. लोको मोटिव वर्कशाप, पेरल।
64. कैरेज एंड वैगन वर्कशाप, मादुंगा।
65. कैरेज एंड वैगन वर्कशाप, झांसी।
66. ठाकुरली पावर हाउस, कल्याण।
67. इलेक्ट्रिकल वर्कशाप, मादुंगा।
68. इलेक्ट्रिकल डिपार्टमेंट वर्कशाप, झांसी।
69. सिगनल एंड टैलीकम्युनिकेशन वर्कशाप, बायकुल्ला।
70. प्रिंटिंग प्रैस, बायकुल्ला।
71. क्लोथ कटिंग फैक्टरी, कुरी रोड।
72. सेंट्रल इंजीनियरिंग वर्कशाप, मानमव।
73. पी० डब्ल्यू० सी० डिपो, कल्याण।
74. पलश बट्ट बेल्डिंग प्लांट, चालीसगांव
75. सहाय ब्रिज इंजीनियर (ब्रिडज), मानमव।
76. 5 डाउन / 8 अप पंजाब मेन बम्बई और दिल्ली के बीच रेस्टुरेंट कार।

केन्द्रीय रेलवे
(जो 12-3-70 को
विद्यमान थी)

पूर्वी रेलवे
(जो 12-3-70 को
विद्यमान थी)

77. 4 डाउन / 3 अप कलकत्ता मेन बम्बई और हलाहाबाद के बीच जो 1-11-72 में वापस ले ली गई है रेस्टुरेंट कार।
78. 301 डाउन/302 अप ऐक्स्प्रेस क्वीन पुणे और बम्बई के बीच रेस्टुरेंट कार।
79. 305 डाउन/306 अप डक्कन एक्सप्रेस बम्बई और पुणे के बीच बफ्रीट कार।
80. 15-4-71 से बंद की गई 303 डाउन/304 अप पुणे पेमेन पुणे और बम्बई के बीच बफ्रीट कार।
1. केटरिंग यूनिट बाबर।
2. बुफेट कार 309 डाउन/310 अप जनता एक्सप्रेस पुणे और बम्बई के बीच।
3. बुफेट कार 201 डाउन / 202 अप पंचवटी एक्सप्रेस बम्बई और मानमव के बीच।
4. लोको शेड भीमसेन।
5. डीजल लोको शेड, झांसी।
6. सी० आर० आई० भम्ला (बेस कीचन)।
7. सी० आर० आई० बलहारशाह (बैम किचन)
1. प्रिंटिंग प्रैस, कलकत्ता।
2. प्रिंटिंग प्रैस, हावड़ा।
3. सिगनल वर्कशाप, हावड़ा।
4. क्लोथिंग वर्कशाप, हावड़ा।
5. रेल बेल्डिंग डिपो (फ्लेक्स बुट) बडेल
6. डिबीजनल इंजीनियरिंग वर्कशाप, हावड़ा।
7. लोको शीड (स्टीम), हावड़ा।
8. लोको शीड (स्टीम), बरवान।
9. लोको शीड (स्टीम), कटवा।
10. लोको शेड (स्टीम), अजीमगंज।
11. लोको शेड (स्टीम), रामपुरहाट
12. लोको शेड (स्टीम) साहिबगंज
13. लोको शेड (स्टीम) बंडेल।
14. लोको शेड (डिजल), हावड़ा।
15. लोको शेड (डिजल), बरवान।
16. लोको शेड (इलेक्ट०), हावड़ा।
17. लोको शेड (इलेक्ट०) बरवान।
18. बैगन रिपीयर शाप, झांडला।
19. डिबीजनल इंजी० वर्कशाप, बेल्सियाघाट।
20. लोको शेड (स्टीम), नारकैलडांगा।
21. लोको शेड (स्टीम), चिटपुर।
22. लोको शेड (स्टीम), नाइहाटी
23. लोको शेड (स्टीम), रंगाघाट
24. लोको शेड (स्टीम), कुस्तिपुर
25. लोको शेड (स्टीम), बारासात
26. लोको शेड (स्टीम), सांतिपुर
27. लोको शेड (स्टीम), मोनगांव।
28. लोको शेड (स्टीम), ईस्ट डाक जंक्शन।
29. लोको शेड (डिजल), बेल्सियाघाट।
30. लोको शेड (इलेक्ट०) नारकैलडांगा।
31. डिबीजनल इंजी०, वर्कशाप आसनसोल।
32. लोको शेड (स्टीम), आसनसोल।
33. लोको शेड (स्टीम), मितारामपुर।
34. लोको शेड (स्टीम), झांडल।
35. लोको शेड (इलेक्ट०), आसनसोल।
36. कैरेज एंड वैगन, शाप, धिलुवाह।
37. ड्रॉन लाईटिंग शाप, धिलुवाह।

- 38 जनरल इलेक्ट्रीकल रिपियरिंग सिलुब्राह।
- 39 लोकोमोटिव वर्कशाप, कांचरापारा।
- 40 कैरेज एंड वैगन, शाप, कांचरापारा।
- 41 इलेक्ट्रीकल वर्कशाप, कांचरापारा।
- 42 केटरिंग यूनिट, हावड़ा।
- 43 केटरिंग यूनिट, बर्दवान।
- 44 केटरिंग यूनिट, बोलेपुर।
- 45 केटरिंग यूनिट, आसनसोल।
- 46 केटरिंग यूनिट, रामगढ़।
- 47 केटरिंग यूनिट, रंगाघाट।
- 48 डिप्टी जनरल इंजीनियरिंग, वर्कशाप, धनबाद।
- 49 लोको शेड (स्टीम), माधुपुर।
- 50 लोको शेड (स्टीम), धनबाद।
- 51 लोको शेड (स्टीम), पाथरडीह।
- 52 लोको शेड (स्टीम), कलरसगढ़।
- 53 लोको शेड (स्टीम) गोमोह।
- 54 लोको शेड (स्टीम), हुगड़ा।
- 55 लोको शेड (स्टीम), बारकाफाना।
- 56 लोको शेड (स्टीम), पटायु।
- 57 लोको शेड (स्टीम), ब्रह्मडीह।
- 58 लोको शेड (स्टीम), गोरवा रोड।
- 59 लोको शेड (डिजल), पटायु।
- 60 लोको शेड (इलेक्ट्रिक), गोमोह।
- 61 लोको शेड (स्टीम), सोने ईस्ट बैक।
- 62 लोको शेड (स्टीम), दानापुर।
- 63 लोको शेड (स्टीम), गया।
- 64 लोको शेड (स्टीम), गरक्षरा।
- 65 लोको शेड (स्टीम), भांसा।
- 66 लोको शेड (इलेक्ट्रिक), गया।
- 67 डिप्टी जनरल इंजी० वर्कशाप, दानापुर।
- 68 लोकोमोटिव एंड जनरल इंजी० वर्कशाप जमालपुर।
- 69 इलेक्ट्रीकल वर्कशाप, जमालपुर।
- 70 केटरिंग यूनिट, भागलपुर।
- 71 केटरिंग यूनिट, जमालपुर।
- 72 केटरिंग यूनिट, किराल।
- 73 केटरिंग यूनिट, पटना जंक्शन।
- 74 केटरिंग यूनिट, गया।
- 75 केटरिंग यूनिट, धनबाद।
- 76 इंजीनियरिंग प्लांट डिपो, मुगलसराय।
- 77 लोको शेड (स्टीम), मुगलसराय।
- 78 लोको शेड (स्टीम), जोफन।
- 79 लोको शेड (इलेक्ट्रिक) मुगलसराय।
- 80 केटरिंग यूनिट, मुगलसराय।
- 81 लोको शेड (स्टीम), सिंगरौली।

पूर्वी रेलवे
(12-3-70 को विद्य-
मान थी)

उत्तर रेलवे
(जो 12-3-70 को
विद्यमान थी)।

1. डिप्टी चीफ मेकेनिकल इंजीनियर (वर्क-
शाप) नोदन रेलवे, सी० एंड डब्ल्यू०,
आलमबाग, लखनऊ।
2. डिप्टी चीफ मेकेनिकल इंजीनियर (वर्क-
शाप), लोको, चारबाग, लखनऊ।
3. डिप्टी चीफ मेकेनिकल इंजीनियर लोको
वर्कशाप, नोदन रेलवे, अमृतसर।

4. डिप्टी चीफ मेकेनिकल इंजीनियर (वर्कशाप),
नोदन रेलवे, लोको एंड सी० एंड डब्ल्यू०
जोधपुर।
5. डिप्टी चीफ मेकेनिकल इंजीनियर (वर्कशाप)
सी० एंड डब्ल्यू० नोदन रेलवे, जगाधरी।
6. वर्कर्स मैनेजर, नोदन रेलवे, बीकानेर।
7. सहायक वर्कर्स मैनेजर, नोदन रेलवे, कांठ।
8. डिप्टी कंट्रोलर आफ स्टोर्स नोदन रेलवे,
शकूर-बस्ती।
9. डिप्टी कंट्रोलर आफ स्टोर्स, नोदन रेलवे,
जोधपुर।
10. डिस्ट्रिक्ट कंट्रोलर आफ स्टोर्स, नोदन रेलवे,
जोधपुर।
11. अधीक्षक (प्रिंटिंग एंड स्टेशनरी) नोदन
रेलवे, शकूरबस्ती।
12. वर्कशाप असिस्टेंट इलेक्ट्रीकल इंजीनियर,
नोदन रेलवे, सोपियान ब्रिज, दिल्ली।
13. डिप्टी चीफ सिगनल एंड टेलिफोनिकेशन
इंजीनियर, सिगनल वर्कशाप, नोदन रेलवे
गाजियाबाद।
14. डिप्टी चीफ इलेक्ट्रीकल इंजीनियर, (वर्क-
शाप), नोदन रेलवे, चारबाग, लखनऊ।
15. असिस्टेंट स्टोर-कीपर, ट्रेक मरिटाई डिपो,
नोदन रेलवे, गाजियाबाद।
16. असिस्टेंट ब्रिज इंजीनियर, ब्रिज वर्कशाप,
नोदन रेलवे, लखनऊ।
17. सिनियर सिविल इंजीनियर (ब्रिज) ब्रिज
वर्कशाप, नोदन रेलवे, जलंधर कोट।
18. लोकोफोरमैन, लोको शेड, नोदन रेलवे,
इलाहाबाद।
19. -यथोक्त- -यथोक्त- कानपुर।
20. -यथोक्त- -यथोक्त- टंडला।
21. -यथोक्त- -यथोक्त- बुनार।
22. -यथोक्त- -यथोक्त- वाराणसी।
23. -यथोक्त- -यथोक्त- लखनऊ।
24. -यथोक्त- -यथोक्त- फैजाबाद।
25. -यथोक्त- -यथोक्त- प्रतापगढ़।
26. -यथोक्त- -यथोक्त- मुरादाबाद।
27. -यथोक्त- -यथोक्त- लाहौर।
28. -यथोक्त- -यथोक्त- बरेली।
29. -यथोक्त- -यथोक्त- रोसा।
30. -यथोक्त- -यथोक्त- भटिंडा।
31. -यथोक्त- -यथोक्त- जिंद।
32. -यथोक्त- -यथोक्त- गाजियाबाद।
33. -यथोक्त- -यथोक्त- महारनपुर।
34. -यथोक्त- -यथोक्त- कालका।
35. -यथोक्त- -यथोक्त- अंबाला।
36. -यथोक्त- -यथोक्त- फिरोजपुर।
37. -यथोक्त- -यथोक्त- लुधियाना।
38. -यथोक्त- -यथोक्त- जलंधर सिटी।
39. -यथोक्त- -यथोक्त- अमृतसर।
40. -यथोक्त- -यथोक्त- पठानकोट।
41. -यथोक्त- -यथोक्त- बीकानेर।
42. -यथोक्त- -यथोक्त- हनुमानगढ़।
43. -यथोक्त- -यथोक्त- बुध।
44. -यथोक्त- -यथोक्त- रीवाड़ी।
45. -यथोक्त- -यथोक्त- मिरना।

उत्तर रेलवे (जो 12-3-70 को विद्यमान थी)	46 लोको फोरमैन, लोको शेड, नादरन रेलवे, दिल्ली (सराय रोहिल्ला)	16 -यथोक्त- मिलिगुड़ी जंक्शन
	47. -यथोक्त- -यथोक्त- जोधपुर	17 -यथोक्त- मानसाह टाऊन
	48. -यथोक्त- -यथोक्त- मेरठा रोड	18 -यथोक्त- न्यू जलपाइगुड़ी
	49. -यथोक्त- -यथोक्त- दिल्ली	19. -यथोक्त- पांडु
	50 प्रमिस्टैंट लोको फोरमैन, लोको शेड, नादरन रेलवे, मामूरी।	20 यथोक्त - न्यू गोहाटी
	51. बार्जमैन लोको शेड, नादरन रेलवे, वैजनाथ, पत्रोला।	21. -यथोक्त- चापरमुच
	52. प्रमिस्टैंट लोको फोरमैन, लोको शेड, नादरन रेलवे, तुगलकाबाद।	22 -यथोक्त- लमडिंग
	53. प्रमिस्टैंट लोको फोरमैन, लोको शेड, मुगलसराय	23. -यथोक्त- बदगुर
	54. प्रवीक्षक, क्रीयामोटिंग बैल्डिंग प्लांट, हिनवान	24 लोको शेड हारनगजाभा
	55. महायक इंजी० कूटर बैल्डिंग प्लांट, मेरठ	25 लोको शेड, करमगंज
	56. जनरल फोरमैन, डीजल शेड, मुगलसराय	26 लोको रिपेयर वर्कशाप लमडिंग
	57 -यथोक्त- -यथोक्त- तुगलकाबाद	27 लोको शेड, तिनसुकिया
	58. -यथोक्त- -यथोक्त- शक्रबस्ती	28 -यथोक्त- मारियासी
	59. -यथोक्त- -यथोक्त- कालका।	29. -यथोक्त- सिमुलुगुरी जंक्शन
उत्तर रेलवे (जो 12-3-70 को विद्यमान थी)।	1. जनरल फोरमैन, डीजल शेड, नडबर्न रेलवे, भगन की कोटी।	30 -यथोक्त- डिब्रुग/ टाऊन
	2. प्रमिस्टैंट लोको फोरमैन, मंत्र-शेड (लोको) नादरन रेलवे, जम्मू तबी।	31 -यथोक्त- लेडो
	3. जनरल फोरमैन, डिजल शेड, नादरन रेलवे, फठारकोट।	32 हिल्ल शेड मिलिगुड़ी जंक्शन
उत्तर पूर्वी रेलवे (जो 12-3-1970 को विद्य- मान थी)।	1. मेकेनिक एंड इलेक्ट्रिकल वर्कशाप, गोरखपुर	33 -यथोक्त- न्यू गोहाटी
	2. सिगनल वर्कशाप, गोरखपुर कैंट।	34 मेटल इलेक्ट्रिकल रिपेयर वर्कशाप न्यू बोनगाइगांव
	3. बिज वर्कशाप, गोरखपुर कैंट।	35. सिगनल पंड टेलि०-कम०-वर्कशाप, पांडु।
	4. मेकेनिकल एंड इलेक्ट्रिकल वर्कशाप, ब्राह्मजत- नगर।	36 मेकेनिकल वर्कशाप, डिब्रुगढ़
	5. स्लीपर क्रीयामोटिंग प्लांट, लुट्गवक जंक्शन० (ब्राह्मजतनगर)	37 मेकेनिकल वर्कशाप, न्यू बोनगाइगांव
	6. मेकेनिकल एंड इलेक्ट्रिकल वर्कशाप, समस्तीपुर	38. गेरिन वर्कशाप, पांडु
	7. मैरिन वर्कशाप, मोकमेहथाद।	39. लोको रिपेयरिंग वर्कशाप, पांडु
	8. प्रिटिंग प्रैस, गोरखपुर।	40. स्लीपर ट्रीटिंग प्लांट, नाहारकाटिया
	9. केटरिंग यूनिट, गोरखपुर।	41. इंजीनियरिंग वर्कशाप, बोनगाइगांव।
	10. केटरिंग यूनिट, समस्तीपुर।	42 प्रिटिंग प्रैस, कुमेशांग
	11. केटरिंग यूनिट, सोनपुर।	
	12. केटरिंग यूनिट, लखनऊ।	
	13. केटरिंग यूनिट, बरौनी जंक्शन।	
उत्तर पूर्वी रेलवे (जो 12-3-70 को विद्यमान थी) नादरन फंडियर रेलवे (जो 12-3-70 को विद्यमान थी)।	1. लोको शेड न्यू जलपाइगुड़ी (मैरी गेज)	1. लोको वर्कशाप, नादरन रेलवे, मद्रास।
	2. -यथोक्त- कुरसेयांग	2. केरेज वर्कशाप, मद्रास।
	3. -यथोक्त- टिन्धानिया	3. केरेज एंड बैगन वर्कशाप, गोलडन रोक।
	4. -यथोक्त- दार्जिलिंग	4. नादरन रेलवे इलेक्ट्रिकल वर्कशाप, मद्रास।
	5. बैथन रिपेयर शोप, बागडोगरा।	5. इंजीनियरिंग वर्कशाप, आरकोनाम।
	6. मेकेनिकल वर्कशाप, टिषरिथ।	6. फ्लेश बट्ट बैल्डिंग प्लांट, आरकोनाम।
	7. लोको शेड, धनोपुरबूवार जंक्शन।	7. सिगनल पंड टेलि०-कम०-वर्कशाप पोडानुर।
	8. -यथोक्त- न्यू बोनगाइगांव	8. पोस्ट वार रिफ्रेक्शन इलेक्ट्रिकल वर्कशाप गोल्डन रोक।
	9. -यथोक्त- मय	9. नादरन रेलवे वर्कशाप, मैन्सूर सूर साउथ।
	10. -यथोक्त- धुबी	10. नादरन रेलवे प्रिटिंग प्रैस, रोमापुरम, मद्रास।
	11. -यथोक्त- नोर्थ लखीमपुर	11. नादरन रेलवे टिकेट प्रिटिंग फैक्ट्री, तिरुचिरा- पल्ली।
	12. -यथोक्त- मुरकोण सेवेक।	12. नादरन रेलवे टिकेट प्रिटिंग फैक्ट्री, मैसूर।
	13. -यथोक्त- न्यू कूच बिहार	13. इंजीनियरिंग टूल्स एंड प्लांट डिपो, तिरु- चिरापल्ली।
	14. -यथोक्त- रतगिया	14. इंजीनियरिंग रि-इनफोर्स सीमेंट कंक्रीट डिपो, तिरुचिरापल्ली।
	15. यथोक्त- कटिहार	15. कार वर्कशाप, तम्बायम
		16. क्रेसोटिंग प्लांट, ओन्वेकोट
		17. लोको शेड (स्टीम) एरोड
		18. लोको शेड (डीजल) एरोड।
		19. लोको शेड (जोलापरोट)।

नोर्थ फंडियर रेलवे
(जो 12-3-70 को
विद्यमान थी)
नादरन रेलवे
(जो 12-3-70 का
विद्यमान थी)।

मोर्थ फ्रंटियर रेलवे
(जो 12-3-70 को
विद्यमान थी)
नावर्न रेलवे
(जो 12-3-70 को
विद्यमान थी)।

20. लोको शीड विल्सपुरम
21. -यथोक्त- शोरनूर
22. -यथोक्त- कालीकट
23. -यथोक्त- कोचीन
24. -यथोक्त- एरनाकुलम
25. -यथोक्त- कबीलन
26. -यथोक्त- (एम०जी०), बंगलौर सिटी
27. -यथोक्त- (बी०जी०), बंगलौर कैंटीमेंट
28. -यथोक्त- मधुराई
29. -यथोक्त- मैसूर
30. डीजल लोकोशेड, गुन्ताकल
31. -यथोक्त- गुटी
32. -यथोक्त- नन्वलूर
33. -यथोक्त- रामीगुना
34. -यथोक्त- पकाला
35. स्टीम लोको शीड, गुन्ताकल
36. -यथोक्त- धर्मवर्म
37. -यथोक्त- यशवन्तपुर
38. -यथोक्त- येलांका
39. -यथोक्त- बिकूर
40. -यथोक्त- चिकत्राजोर
41. -यथोक्त- हरिहूर
42. -यथोक्त- सिमागाटाऊन
43. -यथोक्त- धर्माकरे
44. बैजोटेरियन रैफरेशमेंट रुम, तिरुचिरापल्ली।
45. -यथोक्त- विवीमल
46. -यथोक्त- मधुराई
47. नान-बैजोटेरियन रैफरेशमेंट, रुम, मधुराई।
48. बैजोटेरियन रैफरेशमेंट, रुम, एरीड
49. -यथोक्त- पोहानूर
50. -यथोक्त- कोयम्बतूर
51. -यथोक्त- सैलम
52. -यथोक्त- बंगलौर मिटी
53. -यथोक्त- गुन्ताकल
54. -यथोक्त- मन्नास
55. -यथोक्त- धरकोनम

11. डिपार्टमेंटल कैंटीन एन्ट्रिप्रिजमेंट, विजयवाड़ा।
12. -यथोक्त- राजामुन्नी।
13. -यथोक्त- हुबली।
14. -यथोक्त- मिराज।
15. -यथोक्त- काजीपेट।
16. -यथोक्त- मिकन्दराबाद।
17. डाइनिंग कारस 24/22, हैदराबाद, नई दिल्ली, दक्षिण एक्सप्रेस।
18. लोको शीड, काकपेट (स्टीम) (मेजर), मिकन्दराबाद डिबीजन।
19. लोको शीड, लालगुडा (मेजर) ब्राड गेज, सिकन्दराबाद डिबीजन।
20. लोको शीड डोरनाकल (माइनर) ब्राड गेज, मिकन्दराबाद डिबीजन।
21. लोको शीड, लालगुडा (मेजर) मीटर गेज, मिकन्दराबाद डिबीजन।
22. लोको शीड, गूरना (मेजर) ब्राड गेज, सिकन्दराबाद डिबीजन।
23. लोको शीड, पोंद (मेजर) ब्राड गेज, शोलापुर।
24. लोको शीड, सोलापुर (माइनर) ब्राड गेज, शोलापुर।
25. लोको शीड, बाङ्गी (माइनर) ब्राड गेज, शोलापुर।
26. लोको शीड, मुरदुवावी बाङ्गी (माइनर) नेरो गेज, शोलापुर।
27. लोको शीड, बिल्लर गुन्ता (मेजर) ब्राड गेज, विजयवाड़ा।
28. लोको शीड विजयवाड़ा (मेजर) ब्राड गेज, विजयवाड़ा।
29. लोको शीड, राजामुन्नी (मेजर) ब्राड गेज, विजयवाड़ा।
30. लोको शीड, डोनाकोडा (मेजर) मीटर गेज, विजयवाड़ा।
31. लोको शीड, नन्वयाल (माइनर) मीटर गेज, विजयवाड़ा।
32. लोको शीड, टाडेपल्ली (माइनर) मीटर गेज, विजयवाड़ा।
33. लोको शीड, घोरपुरी (माइनर), मीटर गेज, विजयवाड़ा।
34. लोको शीड, हुबली (मेजर) मीटर गेज, विजयवाड़ा।
35. लोको शीड, केमल रोक (माइनर) मीटर गेज, विजयवाड़ा।
36. लोको शीड, गेहेज (माइनर) मीटर गेज, विजयवाड़ा।
37. लोको शीड, मिराज (माइनर) मीटर गेज, विजयवाड़ा।

वर्षाणी रेलवे
(जो 12-3-1970 को
अस्तित्व में आई)
वर्षाणी मध्य रेलवे
(जो 12-3-1970
को अस्तित्व में थे)

1. लोको कैरिज एंड बैगन (मेकेनिकल) वर्कशाप, लालगुडा।
2. इलेक्ट्रिकल वर्कशाप, लालगुडा।
3. ब्रिज वर्कशाप, लालगुडा।
4. ट्रेन लाइफ्टिंग वर्कशाप (इलेक्ट्रिकल) हुबली।
5. इलेक्ट्रिकल मॉन्टेन्स डिपो, लोको वर्क्स, हुबली।
6. इलेक्ट्रिकल निलराइट शाप, हुबली।
7. लोको कैरिज एंड बैगन वर्कशाप (मेकेनिकल) कुर्दवाड़ी।
8. मेकेनिकल वर्कशाप, हुबली।
9. सिगनल एंड टेल-कोम्युनिकेशन, वर्कशाप, मोतीगुडा।
10. प्रिन्टिंग प्रेस, मिकन्दराबाद।

वर्षाणी मध्य रेलवे
(जो कि 12-3-70
को अस्तित्व में आई)

वर्षाणी पूर्वी रेलवे
(जो कि 12-3-70
को अस्तित्व में आई)

1. लोको शीड, काजीपेट (डीजल) (मेजर), सिकन्दराबाद।
2. लोको शीड, घोरपुरी (माइनर)
3. लोको शीड, मिराज (माइनर)
1. लोको वर्कशाप, खड़गपुर।
2. बैगन वर्कशाप, खड़गपुर।
3. कैरिज वर्कशाप, खड़गपुर।
4. डीजल वर्कशाप, खड़गपुर।
5. इलेक्ट्रिकल वर्कशाप, खड़गपुर।
6. सिगनल वर्कशाप, खड़गपुर।

दक्षिणी पूर्वी रेलवे
(जो कि 12-3-70
को अस्तित्व में आई)

- 7 लाइन इंजीनियरिंग वर्कशाप, खड़गपुर।
- 8 मिल राइट वर्कशाप, खड़गपुर।
9. स्नोथिंग म फैक्टरी, खड़गपुर।
10. एग्जिटिड वाटर फैक्टरी, खड़गपुर।
11. टेक्शन अनरल इलेक्ट्रीकल शाप, खड़गपुर।
12. प्रिटिंग प्रेस, खड़गपुर।
13. इले० क्राफ्ट, टिकियापाड़ा।
14. इंजीनियरिंग स्टोरम डिपो०, खड़गपुर।
15. लोको शैड, खड़गपुर।
16. लोको शैड, संतबासी।
17. लोको शैड, मालीमार।
18. लोको शैड, बारीपाड़ा।
19. कैरिज शैड, खड़गपुर।
20. कैरिज शैड, संतबासी।
21. कैरिज शैड, मालीमार।
22. कैरिज शैड, बाड़ीपाड़ा।
23. कैरिज शैड, नीमपुर।
24. कैरिज शैड, खुर्दाशेड।
25. कैरिज शैड, पूरी।
26. भाद्रक (कैरिज शैड)
27. पासा (कैरिज शैड)
28. तलचर (कैरिज शैड)
29. लोको शैड, खर्वा रोड
30. लोको शैड, भद्रक।
31. लोको शैड, पलासा।
32. लाइन इंजीनियरिंग वर्कशाप, कटक।
33. नेरो गैज, (सैक०) वर्कशाप, नागपुर।
34. डीजल शैड, मोतीबाग।
35. लोको शैड, नागपुर।
36. लोको शैड, उमरगढ़।
37. लोको शैड, तमसर।
38. लोको शैड, गोडिया।
39. लोको शैड, नैनपुर।
40. लोको शैड, हांवाग।
41. लोको शैड, छिखवाड़ा।
42. लोको शैड, नगभीर।
43. लोको शैड, मोतीबाग।
44. कैरिज शैड, नागपुर।
45. कैरिज शैड, बुगरगढ़।
46. कैरिज शैड, गोडिया।
47. कैरिज शैड, नैनपुर।
48. कैरिज शैड, हांवाग।
49. कैरिज शैड, छिखवाड़ा।
50. कैरिज शैड, नगभीर।
51. कैरिज शैड, मोतीबाग।
52. डिबीजन मिल राईर शाप, बल्लेयर।
53. डीजल लोको शैड, बल्लेयर।
54. लोको एंड कार शेड, मोपाड़ा।
55. कैरिज शैड, विजयग्राम।
56. कैरिज शैड, बाल्लेयर।
57. लोको शैड, बाल्लेयर।
58. सैक० शेड, झराकू।
59. लोको शैड, रायगाड़ा।
60. लोको शैड, कान्ताभाई।
61. कैरिज शैड, रायगाड़ा।
62. कैरिज शैड, कान्ताभाई।
63. कैरिज शैड, किरनकुल।

दक्षिणी पूर्वी रेलवे
(जो कि 12-3-70
को अस्तित्व में आई)

64. इंजीनियरिंग स्टोर डिपो, बाल्लेयर।
65. डिबीजन इंजीनियरिंग वर्कशाप, बिलासपुर।
66. इलेक्ट्री० लोको शैड, भिलाई।
67. लोको शैड, बिलासपुर।
68. लोको शैड, रायपुर।
69. लोको शैड, भिलाई।
70. लोको शैड, बिलासपुर।
71. लोको शैड, शाहडोल।
72. लोको शैड, मनेग्रगढ़।
73. लोको शैड, करंजी।
74. कैरिज शैड, बिलासपुर।
75. कैरिज शैड, रायपुर।
76. कैरिज शैड, भिलाई।
77. कैरिज शैड, भिलाई मारसलिंग याद।
78. कैरिज शैड, बिलासपुर।
79. कैरिज शैड, शाहडोल।
80. कैरिज शैड, मनेग्रगढ़।
81. कैरिज शैड, करंजी।
82. वैन रियर शाप, रायपुर।
83. गोलवैनिशिंग, प्लांट, रायपुर।
84. स्टोर डिपो, रायपुर।

दक्षिणी पूर्वी रेलवे

85. इलेक्ट्री० शैड, टाटानगर।
86. डीजल शैड, बोंडामुंडा।
87. लोको शैड, बक्रधरपुर।
88. लोको शैड, टाटानगर।
89. लोको शैड, डोंगापासी।
90. लोको शैड, रुड़केला।
91. लोको शैड, बोरमिन्नापुर।
92. लोको शैड, मारसूगुडा।
93. लोको शैड, बोंडामुंडा।
94. कैरिज शैड, बक्रधरपुर।
95. कैरिज शैड, प्राधिर्यापुर।
96. कैरिज शैड, टाटानगर।
97. कैरिज शैड, डोंगापासी।
98. कैरिज शैड, रुड़केला।
99. कैरिज शैड, बोरमिन्नापुर।
100. कैरिज शैड, मारसूगुडा।
101. कैरिज शैड, बोंडामुंडा।
102. इंजीनियरिंग, वर्कशाप, सीमी।
103. पलास बट बैल्डिंग प्लांट, मारसूगुडा।
104. इंजीनियरिंग स्टोर डिपो, सीमी।
105. इंजीनियरिंग स्टोर डिपो, टाटानगर।
106. इंजीनियरिंग स्टोर डिपो, बोंडामुंडा।
107. वैन शाप, धररा।
108. इलेक्ट० शैड, (उत्तरी), धररा।
109. इलेक्ट० शैड (दक्षिणी) धररा।
110. इलेक्ट० शैड, बंकुरा।
111. इलेक्ट० शैड, धन्ना।
112. इलेक्ट० शैड, भोजोडीह।
113. इलेक्ट० शैड, मुरी।
114. इलेक्ट० शैड, रांची।
115. इलेक्ट० शैड, हातिया।
116. डीजल शैड, बोकारो स्टील सीटी।
117. इंजीनियरिंग वर्कशाप, धनारा।
118. इले० (भार०एस०प्रो०) धनारा।
119. इलेक्ट० (टी०भार०डी०), धनारा।
120. इलेक्ट० (टी०भार०.सी०) भोजोडीह।

121. इलैक्ट्रिक (टी०आर०डी०) पुरुनिया ।
122. लोको शीड, अमरा ।
123. लोको शीड, अमरा ।
124. लोको शीड, भोजोडीह ।
125. लोको शीड, रांची ।
126. लोको शीड, हातिया ।
127. लोको शीड, भागा ।
128. लोको शीड, मोहदा ।
129. लोको शीड, राधानगर ।
130. लोको शीड, बोकारो स्टील सीटी ।
131. लोको शीड, मुरी ।
132. लोको शीड, बकूरा (बी०डी०आर०) ।
133. कैरिग्रेज शीड, अमरा ।
134. कैरिग्रेज शीड, अमरा ।
135. कैरिग्रेज शीड, बर्न ।
136. कैरिग्रेज शीड, राधानगर ।
137. कैरिग्रेज शीड, भोजोडीह ।
138. कैरिग्रेज शीड, भागा ।
139. कैरिग्रेज शीड, मोहदा ।
140. कैरिग्रेज शीड, बोकारो स्टील सीटी ।
141. कैरिग्रेज शीड, मुरी ।
142. कैरिग्रेज शीड, रांची ।

8. दक्षिणी पूर्वी रेलवे

143. कैरिग्रेज शीड, हातिया ।
144. कैरिग्रेज शीड, बकूरा ।
145. कैरिग्रेज शीड, बंसीला ।
146. कैरिग्रेज शीड, पुरुनिया ।
147. कैरिग्रेज शीड, बकूरा (बी०डी०आर०) ।
148. कैरिग्रेज शीड, जामाडोवा ।
149. रेफरेंसमेंट रूम, अमरा ।
150. रेफरेंसमेंट रूम, खमोर ।
151. रेफरेंसमेंट रूम, बहुरामपुर ।
152. रेफरेंसमेंट रूम, मुरी ।
153. कम्पोजिट कैंट० यूनिट, कटक ।
154. कम्पोजिट कैंट० यूनिट, खड़गपुर ।
155. कम्पोजिट कैंट० यूनिट, पलामा ।
156. कम्पोजिट कैंट० यूनिट, रुड़केला ।
157. कम्पोजिट कैंट यूनिट, बिजयग्राम ।
158. कम्पोजिट कैंट० यूनिट, अनूपपुर ।
159. —यथोक्त— मुबनेश्वर ।
160. —यथोक्त— बिलामपुर ।
161. —यथोक्त— खुर्दा रोड ।
162. —यथोक्त— रायपुर ।
163. —यथोक्त— टाटानगर ।
164. —यथोक्त— बाल्टीयर ।
165. डाइनिंग कार बार्ड 1 डायना मेल ।
166. डाइनिंग कार बार्ड 2 प्रथम मेल ।
167. दक्षिण पूर्वी रेलवे हौटल, रांची ।
168. —यथोक्त— पूरी ।
169. टिकट प्रिंटिंग प्रेस, गाडेस रोड ।

दक्षिण पूर्वी रेलवे
(जो कि 12-3-70
को अस्तित्व में आई)

1. कैरिग्रेज यूनिट, बंसीलाडा ।

9. पश्चिमी रेलवे (जो कि 12-3-70 को अस्तित्व में थी)

1. इलैक्ट्रिकल वर्कशाप, भावनगर, पारा ।
2. —यथोक्त— मोरबी ।
3. —यथोक्त— गोंडल ।
4. —यथोक्त— जूनागढ़ ।
5. —यथोक्त— जामनगर ।
6. मैक०—यथोक्त— भावनगर पांग ।
7. मैक० वर्कशाप, मोरबी ।
8. —यथोक्त— गोंडल ।
9. —यथोक्त— जूनागढ़ ।
10. —यथोक्त— जामनगर ।
11. मैन्टेनेंस एण्ड कंस्ट्रक्शन आफ कोचिंग शाप, लांघर पारेल, बम्बई ।
12. बैगन रिपैरिंग शाप, कोटा ।
13. स्कोको वर्कशाप, अजमेर ।
14. कैरिग्रेज एंड बैगनशाप, अजमेर ।
15. —यथोक्त— उदयपुर ।
16. रेलवे इलैक्ट्रिकल वर्कशाप एंड पावर हाउस, अजमेर ।
17. इलैक्ट्रिक वर्कशाप एंड स्टोरेज सीटीन, अजमेर ।
18. बैगन रिपैरिंग शाप, जयपुर ।
19. वर्कशाप (सिगनल) साबरमती ।
20. लोको वर्कशाप, वोहडा ।
21. इंजिनरिंग वर्कशाप, साबरमती ।
22. लोको शीड, साबरमती ।
23. लोको शीड, जूनागढ़ ।
24. लोको शीड, जामनगर ।
25. डिबी० इलैक्ट्रिक इंजी० (प्रोडक्शन), अजमेर ।
26. ट्रेन लाइफ्टिंग शाप, पारेल एण्ड महालक्ष्मी, बम्बई ।
27. पावर वर्कशाप एंड टैस्टिंग लैबोरेटरी, बम्बई (केन्द्रीय) ।
28. प्रतापनगर रेलवे वर्कशाप बड़ोदा ।
29. एक्स्टेंडेड वर्क्स मैनेजर (सिगनल), अजमेर ।
30. सिगनल वर्कशाप, कैन्टीन, अजमेर ।
31. प्रिंटिंग प्रेस, अजमेर ।
32. लोको शीड, कोटा ।
33. लोको शीड, गंगपुर सीटी ।
34. लोको शीड, सवाईमखोपुर ।
35. लोको शीड, बायाना ।
36. रेफरेंस रूम, कोटा जन० ।
37. इलैक्ट्रिक वर्कशाप, कोटा ।
38. इलैक्ट्रिक रिपैरिंग शाप, कोटा जन० ।
39. बैगन एंड कैरिग्रेज शाप, कोटा जन० ।
40. बैगन एंड कैरिग्रेज डिपो, गंगपुर सीटी ।
41. बैगन एंड कैरिग्रेज डिपो, कोटा जन० ।
42. रेफरेंस रूम, भरतपुर ।
43. लोको रनिंग शीड, जयपुर ।
44. लोको रनिंग शीड, बंसीकुई ।
45. स्कोको रनिंग शीड, फूलैरा ।
46. कैरिग्रेज एंड बैगन शाप, जयपुर ।
47. कैरिग्रेज एंड बैगन शाप, बंसीकुई ।
48. कैरिग्रेज एंड बैगन शाप, फूलैरा ।
49. प्रिंटिंग प्रेस, महालक्ष्मी, बम्बई ।
50. लोको शीड, हप्पा ।
51. लोको शीड, नागनगर ।

- 52 लोको गैड, राजकोट ।
- 53 लोको गैड, सुरेन्द्रनगर ।
- 54 लोको गैड, सह्याद्रि ।
- 55 लोको गैड, साबरमती ।
- 56 कैरिण्ड एण्ड बैगन डिपो, घोडा ।
- 57 कैरिण्ड एण्ड बैगन डिपो, हृष्पा ।
- 58 कैरिण्ड एण्ड बैगन डिपो, जामनगर ।
- 59 कैरिण्ड एण्ड बैगन डिपो, राजकोट ।
- 60 कैरिण्ड एण्ड बैगन डिपो, सुरेन्द्रनगर ।
- 61 कैरिण्ड एण्ड बैगन डिपो, मोरवी ।
- 62 कैरिण्ड एण्ड बैगन डिपो, मेहसाना ।
- 63 कैरिण्ड एण्ड बैगन डिपो, साबरमती ।
- 64 कैरिण्ड एण्ड बैगन डिपो, ग्रहमदाबाद ।
- 65 लोको गैड (स्टीम), गांधीधाम ।
- 66 लोको गैड (डीजल), गांधीधाम ।
- 67 लोको गैड, (पालनपुर) ।
- 68 लोको गैड, अजमेर ।
- 69 लोको गैड, मारवाड़ जंक्शन ।
- 70 लोको गैड (डीजल), धनु रोड ।
- 71 लोको गैड, काम्बलीघाट ।
- 72 लोको गैड, राणा प्रतापगढ़ ।
- 73 लोको गैड, माकली जंक्शन ।
- 74 लोको गैड, धनु रोड ।
- 75 कैरिण्ड एण्ड बैगन डिपो, गांधीधाम ।
- 76 कैरिण्ड एण्ड बैगन डिपो, भिलदी ।
- 77 कैरिण्ड एण्ड बैगन डिपो, पालनपुर ।
- 78 कैरिण्ड एण्ड बैगन डिपो, अजमेर ।
- 79 कैरिण्ड एण्ड बैगन डिपो, मोजात रोड ।
- 80 कैरिण्ड एण्ड बैगन डिपो, मारवाड़ जंक्शन ।
- 81 कैरिण्ड एण्ड बैगन डिपो, धनु रोड ।
- 82 कैरिण्ड एण्ड बैगन डिपो, काम्बलीघाट ।
- 83 कैरिण्ड एण्ड बैगन डिपो, माकली जंक्शन ।
- 84 कैरिण्ड एण्ड बैगन डिपो, उदयपुर मोटी ।
- 85 ट्रेफिक वर्कशाप, बलसार ।
- 86 चीफ मैकेनिकल फोरमैन, बम्बई सेंट्रल ।
- 87 इलेक्ट्रीक ट्रेक्शन वर्कशाप (कार रोड), बम्बई सेंट्रल ।
- 88 इलेक्ट्रीक ट्रेक्शन वर्कशाप, सब-स्टेशन, ग्रांट रोड, बम्बई ।
- 89 इलेक्ट्रीक ट्रेक्शन वर्कशाप, सब-स्टेशन, एल्फी-मस्टोन रोड, बम्बई ।
- 90 इलेक्ट्रीक ट्रेक्शन वर्कशाप, सब-स्टेशन, बाग्रा, बम्बई ।
- 91 इलेक्ट्रीक ट्रेक्शन वर्कशाप, जोगेशबाग, बम्बई ।
- 92 इलेक्ट्रीक ट्रेक्शन वर्कशाप, सब-स्टेशन, काहीवली, बम्बई ।
- 93 इलेक्ट्रीक ट्रेक्शन वर्कशाप, सब-स्टेशन, बेस-इन रोड, बम्बई ।
- 94 इलेक्ट्रीक ट्रेक्शन वर्कशाप, सब-स्टेशन, मोरा रोड, बम्बई ।
- 95 इलेक्ट्रीक प्रोवर गैड वर्कशाप, बम्बई सेंट्रल ।
- 96 सिगनल एण्ड टेल वर्कशाप, बम्बई सेंट्रल ।
- 97 सिगनल एण्ड टेल सिगनल इम्पेक्टर (वर्कशाप), लोवर पारेल, बम्बई ।
- 98 इलेक्ट्रीक (आ) सीनियर इलेक्ट्रीक फोरमैन (टी० एल०) बम्बई सेंट्रल ।

- 99 इजीनियरिंग वर्कशाप, लोवर पारेल, बम्बई ।
- 100 लोको गैड, ककारिया ।
- 101 लोको गैड, गांधीग ।
- 102 लोको गैड, हैलास ।
- 103 लोको गैड, दाभाई ।
- 104 लोको गैड, नाहिंधाड ।
- 105 लोको गैड, विरगमगम ।
- 106 लोको गैड, बड़ीवा याई ।
- 107 लोको गैड, प्रानन्द ।
- 108 लोको गैड, कोजाखा ।
- 109 लोको गैड, अकनेश्वर ।
- 110 लोको गैड, बरोच ।
- 111 कैरिण्ड डिपो, ककारिया ।
- 112 कैरिण्ड डिपो, ग्रहमदाबाद ।
- 113 कैरिण्ड डिपो, प्रानन्द ।
- 114 कैटेरिंग रैफरेशमेंट रूम, (स्टेशन यूनिट), ग्रहमदाबाद ।

9. पश्चिम रेलवे
(जो कि 12-3-1970
को अस्तित्व में आई)

1. सीनियर इलेक्ट्रीकल फोरमैन (डी० एम०),
बम्बई सेंट्रल ।

10 चितरंजन लोकोमोटिव वर्कस
(जो कि 12-3-1970
को अस्तित्व में थी)

1. इजीनियरिंग वर्कस प्लांट पार्क, चितरंजन ।
2. चितरंजन लोकोमोटिव वर्कस, चितरंजन ।

चितरंजन लोकोमोटिव वर्कस
(जो कि 12-3-1970
को अस्तित्व में आई)

11 डीजल लोकोमोटिव वर्कस
(जो कि 12-3-1970 को
अस्तित्व में थी)

- 1 डीजल लोकोमोटिव वर्कस, बाराणासी ।

12. इटरगल कोच फैक्टरी
(जो कि 12-3-1970
को अस्तित्व में थी)

1. मेन फैक्टरी/गैल ।
2. मेन फैक्टरी/फर्नीचर ।
3. आई०सी०एफ० कैटीन/गैल
4. आई०सी०एफ० कैटीन/(फर्नीचर) } सार्वधिक
5. आई०सी०एफ० फर्नीचर याफिश कैटीन ।
6. आई०सी०एफ० एडमिनीस्ट्रेटिव प्राक्सिस्टाफ
को-प्रोपरेटिव कैटीन लि० (गैल) ।

(जो कि 12-3-1970
को अस्तित्व में आई)

[फाईल नं० एम-35014/18/72-एफ०पी०जी०]
सजीव दत्ता, अध्यक्ष सचिव

New Delhi, the 7th January 1982

S.O. 236—Whereas the Ministry of Railways have applied for exemption of the departmentally run establishments indicated in the Schedule to this notification (herein, after referred to as the said establishments) from the Employees' Family Pension Scheme, 1971 under sub-section (1A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952).

And whereas in the opinion of the Central Government, the benefits in the nature of family pension under the "Family Pension Scheme for Railway Employees, 1964" adopted by and applicable to the employees of the said establishments are not less favourable to such employees than the benefits provided under the said Act and the Family Pension Scheme, 1971 to employees in any other establishment of a similar nature;

Now, therefore in exercise of the powers conferred by sub-section (1A) of section 17 of the said Act, and subject to the conditions specified hereunder, the Central Government hereby exempts the said establishments from the operation of all the provisions of the Employees Family Pension Scheme;

Conditions:

- (i) The employer shall not, at any time after exemption, without the leave of the Central Government, reduce the quantum of benefits in the nature of Family Pension,
- (ii) The employer shall maintain such accounts, submit such returns and provide for such facility for inspection as the Central Government may from time to time direct.
- (iii) All expenses involved in the administration of the family pension scheme of the said establishment, including maintenance of accounts, submission of accounts return, transfer of accounts, shall be borne by the employer.
- (iv) The employer shall display on the notice board of the establishment, a copy of the rules incorporating therein all amendments, if any, of the Family pension scheme of the said establishment as approved by the Central Government, alongwith a translation of the salient features thereof in a language understood by the majority of the employees.
- (v) No amendment of the rules of the Family Pension Scheme of the said establishment, shall be made without the previous approval of the Central Provident Fund Commissioner. Where any amendment is likely to affect adversely the said interests of the employees, the Central Provident Fund Commissioner shall, before giving his approval, give a reasonable opportunity to the employees to explain in their point of view.

SCHEDULE

List of departmentally run establishments

Central Railway (Which were in existence on 12-3-1970)	Name of Railways
	1. Carriage and Wagon Repair Shop, Wadi Bunder.
	2. Carriage and Wagon Furniture Shop Kalyan.
	3. A.V. Shop C & W Sick Siding, Pune.
	4. A.V. Shop C & W Sick Siding, Igatpuri.
	5. Permanent Wagon Conditioning Depot, Kalyan.
	6. Central Concrete Depot, Lonavala.
	7. Main Car Shed (Repairs) to Multiple-Unit Stock, Kurla.
	8. Electric Loco Repairs and Armature Winding Shop, Kalyan.
	9. O.H.E. Workshop, Kurla.
	10. O.H.E. Workshop, Lonavala.
	11. Catering Unit, V.T.
	12. Catering Unit, Pune.
	13. Loco Shed, V.T.
	14. Diesel Loco Shed, Kurla.
	15. Loco Shed, Kalyan.
	16. Loco Shed, Panvel.
	17. Loco Shed, Nerul.
	18. Loco Shed, Kharjat.

19. Loco Shed, Lonavala.
20. Loco Shed, Dehu Road.
21. Loco Shed, Pune.
22. Loco Shed, Igatpuri.
23. Catering Unit, Bhusaawal.
24. Catering Unit, Jalgaon.
25. Loco Shed, Bhusaawal.
26. Loco Shed (Steam), Itarsi.
27. Loco Shed (Diesel), Itarsi.
28. Loco Shed, Akola.
29. Loco Shed, Igatpuri.
30. Loco Shed, Nandgaon.
31. Loco Shed, Murtizapur.
32. Loco Shed, Badnera.
33. Loco Shed, Khandwa.
34. Loco Shed, Chalisgaon.
35. Loco Shed, Puntambo.
36. Loco Shed, Horda.
37. Loco Shed, Manmad.
38. Loco Shed, Nasik.
39. Loco Shed, Pachora.
40. Loco Shed, Mohaba.
41. AC Loco Shed, Igatpuri.
42. Transportation Workshop (C&W), Jhansi.
43. IOW Workshop, Agra.
44. Loco Shed, Jhansi.
45. Loco Shed, Bina.
46. Loco Shed, Agra Cantt.
47. Loco Shed, Bhopal.
48. Loco Shed, Barkheda.
49. Dholpur.
50. Banda.
51. Mathura.
52. New Delhi.
53. Gwalior (NG).
54. Loco Shed, Jabalpur.
55. C.R.I. Nagpur.
56. C. M. Wardha.
57. L. F. Ajai.
58. L. F. Amla.
59. L. F. Wardha.
60. L. S. P. R. B. Iharsah.
61. L. S. P. R. Junnardeo.
62. F. C. I. C. Pulgaon.
63. Loco Motive Workshop, Parel.
64. Carriage and Wagon Workshop, Matunga.
65. Carriage and Wagon Workshop, Jhansi.
66. Thakurli Power House, Kalyan.
67. Electrical Workshop, Matunga.
68. Electrical Department Workshop, Jhansi.
69. Signal & Tele Communication Workshop, Byculla.
70. Printing Press, Byculla.
71. Cloth Cutting Factory, Currey Road.
72. Central Engineering Workshop, Manmad.
73. P. W. C. Depot, Kalyan.
74. Flush Butt Welding Plant, Chalisgaon.
75. Asstt. Bridge Engineer (Doubling), Manmad.
76. Restaurant Cars on 5 Dn 6 Up Punjab Mail between Bombay and Delhi.

Central Railway
(Which came into
existence subsequent
to 12-3-70)

77. Restaurant Car on 4 Dn/ 3 Up
Calcutta Mail between Bombay and
Allahabad subsequently withdrawn
from 1-11-72
78. Restaurant Car on 301 Dn/302 Up
Deccan Queen between Pune and
Bombay.
79. Buffet Car on 305 Dn/306 Up Deccan
Express between Bombay and Pune.
80. Buffet Car on 303 Dn/ 304 Up Pune
Mail between Pune and Bombay
discontinued with effect from 15-4-71.

Eastern Railway
(Which were in
existence on
12-3-70)

1. Catering Unit Dader.
2. Buffet Car 309 Dn/ 310 Up Janata
Express between Pune and Bombay.
3. Buffet Car on 201 Dn /202 Up Panch-
vati Express between Bombay and
Mumbai.
4. Loco Shed Bhimsen.
5. Diesel Loco Shed Jhansi.
6. C R I Amla (Base Kitchen).
7. C R I Bithur (Base Kitchen).
1. Printing Press, Calcutta.
2. Printing Press, Howrah.
3. Signal Workshop, Howrah.
4. Clothing Workshop, Howrah.
5. Rail Welding Depot (Flash Butt)
Bundel.
6. Divisional Engg. Workshop, Howrah.
7. Loco Shed (Steam), Howrah.
8. Loco Shed (Steam), Burdwan.
9. Loco Shed (Steam), Katwa.
10. Loco Shed (Steam), Azimganj.
11. Loco Shed (Steam), Rampurhat.
12. Loco Shed (Steam), Sahibganj.
13. Loco Shed (Steam), Bandel.
14. Loco Shed (Diesel), Howrah.
15. Loco Shed (Diesel), Burdwan.
16. Loco Shed (Elect.) Howrah.
17. Loco Shed (Elect.) Burdwan.
18. Wagon Repair Shop, Andal.
19. Divl. Engg. Workshop, Bellighatta.
20. Loco Shed (Steam), Narkeldanga.
21. Loco Shed (Steam), Chitpur.
22. Loco Shed (Steam), Naihati.
23. Loco Shed (Steam), Ranaghat.
24. Loco Shed (Steam), Kristapur.
25. Loco Shed (Steam), Barasat.
26. Loco Shed (Steam), Santipur.
27. Loco Shed (Steam), Bongaon.
28. Loco Shed (Steam), East Dock Junction.
29. Loco Shed (Diesel), Bellighatta.
30. Loco Shed (Elect.), Narkeldanga.
31. Divl. Engg. Workshop, Asansol.
32. Loco Shed (Steam), Asansol.
33. Loco Shed (Steam), Sitarampur.
34. Loco Shed (Steam), Andal.
35. Loco Shed (Elect.), Asansol.
36. Carriage & Wagon Shop, Liluah.
37. Train Lighting Shop, Liluah.
38. General Electrical Repairing Liluah.
39. Locomotive Workshop, Kanchrapara.
40. Carriage & Wagon Shop, Kanchrapara.
41. Electrical Workshop, Kanchrapara.
42. Catering Unit, Howrah.
43. Catering Unit, Burdwan.
44. Catering Unit, Bolepur.

45. Catering Unit, Asansol.
46. Catering Unit, Sealdah.
47. Catering Unit, Ranaghat.
48. Divl. Engineering Workshop, Dhanbad.
49. Loco Shed (Steam), Madhupur.
50. Loco Shed (Steam), Dhanbad.
51. Loco Shed (Steam), Pathardih.
52. Loco Shed (Steam), Katrasgarh.
53. Loco Shed (Steam), Gomoh.
54. Loco Shed (Steam), Dugda.
55. Loco Shed (Steam), Barkakana.
56. Loco Shed (Steam), Patratu.
57. Loco Shed (Steam), Burwadih.
58. Loco Shed (Steam), Rarwa Road.
59. Loco Shed (Diesel), Patratu.
60. Loco Shed (Elect.), Gomoh.
61. Loco Shed (Steam), Sone Fast Bank.
62. Loco Shed (Steam), Danapur.
63. Loco Shed (Steam), Gaya.
64. Loco Shed (Steam), Garhara.
65. Loco Shed (Steam), Jhajha.
66. Loco Shed (Elect.) Gaya.
67. Divl. Ehgg. Workshop, Danapur.
68. Locomotive & General Engg. Workshop,
Jamalpur.
69. Electrical Workshop, Jamalpur.
70. Catering Unit, Bhagalpur.
71. Catering Unit, Jamalpur.
72. Catering Unit, Khatu.
73. Catering Unit, Patna Jn.
74. Catering Unit, Gaya.
75. Catering Unit, Dhanbad.
76. Engineering Plant Depot, Mughalsarai.
77. Loco Shed (Steam), Mughalsarai.
78. Loco Shed (Steam), Chopan.
79. Loco Shed (Elect.), Mughalsarai.
80. Catering Unit, Mughalsarai.
81. Loco Shed (Steam), Singrauli.

Eastern Railway
(Which came in to
existence subsequent
to 12-3-70)
Northern Railway
(Which were in
existence on
12-3-70)

1. Gas Pressure Welding Plant, Panagarh.
1. Deputy Chief Mechanical Engineer
(Workshop) Northern Railway, C & W,
Alambagh, Lucknow.
2. Deputy Chief Mechanical Engineer
(Workshop), Loco, Charbagh, Lucknow.
3. Deputy Chief Mechanical Engineer,
Loco Workshop, Northern Railway,
Amritsar.
4. Deputy Chief Mechanical Engineer
(Workshop) Northern Railway, Loco
& C & W, Jodhpur.
5. Deputy Chief Mechanical Engineer
(Workshop) C & W Northern Railway,
Jagadhri.
6. Works Manager, Northern Railway,
Bikaner.
7. Assistant Works Manager, Northern
Railway, Kalka.
8. Deputy Controller of Stores, Northern
Railway, Alambagh, Lucknow.
9. Deputy Controller of Stores, Northern
Railway, Shakurbasti.
10. District Controller of Stores, Northern
Railway, Jodhpur.

- | | |
|---|---|
| <ol style="list-style-type: none"> 11. Superintendent (Printing & Stationery) Northern Railway, Shakurbasti. 12. Workshop Assistant Electrical Engineer, Northern Railway, Lothian Bridge, Delhi. 13. Deputy Chief Signal & Telecommunication Engineer, Signal Workshop, Northern Railway, Ghaziabad. 14. Deputy Chief Electrical Engineer (Workshop) Northern Railway, Charbagh, Lucknow. 15. Assistant Store Keeper, Track Supply Depot, Northern Railway, Ghaziabad. 16. Assistant Bridge Engineer, Bridge Workshop, Northern Railway, Lucknow. 17. Senior Civil Engineer (Bridges) Bridge Workshop, Northern Railway, Jullundur Cantt. 18. Loco Foreman, Loco Shed Northern Railway, Allahabad. 19. Loco Foreman, Loco Shed Northern Railway, Kanpur. 20. Loco Foreman Loco Shed Northern Railway, Tundla. 21. Loco Foreman, Loco Shed Northern Railway, Chunar. 22. Loco Foreman, Loco Shed Northern Railway, Varanasi. 23. Loco Foreman, Loco Shed Northern Railway, Lucknow. 24. Loco Foreman, Loco Shed Northern Railway, Faizabad. 25. Loco Foreman, Loco Shed Northern Railway, Partapgarh. 26. Loco Foreman, Loco Shed Northern Railway, Moradabad. 27. Loco Foreman, Loco Shed Northern Railway, Laksar. 28. Loco Foreman, Loco Shed Northern Railway, Bareilly. 29. Loco Foreman, Loco Shed Northern Railway, Rosa. 30. Loco Foreman, Loco Shed Northern Railway, Bhatinda. 31. Loco Foreman, Loco Shed Northern Railway, Jind. 32. Loco Foreman, Loco Shed Northern Railway, Ghaziabad. 33. Loco Foreman, Loco Shed Northern Railway, Saharanpur. 34. Loco Foreman, Loco Shed Northern Railway, Kalka. 35. Loco Foreman, Loco Shed Northern Railway, Ambala. 36. Loco Foreman, Loco Shed Northern Railway, Firozpur. 37. Loco Foreman, Loco Shed Northern Railway, Ludhiana. 38. Loco Foreman, Loco Shed Northern Railway, Jullundur City. 39. Loco Foreman, Loco Shed Northern Railway, Amritsar. 40. Loco Foreman, Loco Shed Northern Railway, Pathankot. 41. Loco Foreman, Loco Shed Northern Railway, Bikaner. | <ol style="list-style-type: none"> 42. Loco Foreman, Loco Shed Northern Railway, Hanumangarh. 43. Loco Foreman, Loco Shed Northern Railway, Churu. 44. Loco Foreman, Loco Shed Northern Railway, Rewari. 45. Loco Foreman, Loco Shed Northern Railway, Sirsa. 46. Loco Foreman, Loco Shed Northern Railway, Delhi (Sarai Rohilla). 47. Loco Foreman, Loco Shed, Northern Railway, Jodhpur. 48. Loco Foreman, Loco Shed, Northern Railway, Merta Road. 49. Loco Foreman, Loco Shed, Northern Railway, Delhi. 50. Assistant Loco Foreman, Loco Shed, N. Railway, Samdri. 51. Chargeman Loco Shed, Northern Railway, Baijnath Pāpola. 52. Assistant Loco Foreman, Loco Shed, N. Railway, Tughlakabad. 53. Assistant Loco Foreman, Loco Shed, Moghalsarai. 54. Superintendent Creosoting Welding Plant, Dhillwan. 55. Assistant Engineering Butt Welding Plant, Meerut. 56. General Foreman, Diesel Shed, Moghalsarai. 57. General Foreman, Diesel Shed, Tughlakabad. 58. General Foreman, Diesel Shed, Shakurbasti. 59. General Foreman, Diesel Shed, Kalka. |
|---|---|
-
- | | |
|---|---|
| <p>Northern Railway
(Which came into
existence subsequent
to 12-3-70)</p> | <ol style="list-style-type: none"> 1. General Foreman, Diesel Shed, Northern Railway, Bhagat- Ki-Kothi. 2. Assistant Loco Foreman, Sub-Shed (Loco) Northern Railway, Jammu Tawi. 3. General Foreman, Diesel Shed, Northern Railway, Pathankot. |
|---|---|
-
- | | |
|---|--|
| <p>North-Eastern
Railway (which
were in existence
on 12-3-70)</p> | <ol style="list-style-type: none"> 1. Mechanical and Electrical Workshop, Gorakhpur. 2. Signal Workshop, Gorakhpur Cantt. 3. Bridge Workshop, Gorakhpur Cantt. 4. Mechanical and Electrical Workshop, Izatnagar. 5. Sleeper Creosoting Plant, Clutterbuck Jn. (Izatnagar). 6. Mechanical and Electrical Workshop, Samastipur. 7. Marine Workshop, Mokamehghat. 8. Printing Press, Gorakhpur. 9. Catering Unit, Gorakhpur. 10. Catering Unit, Samastipur. 11. Catering Unit, Sonapur. 12. Catering Unit, Lucknow. 13. Catering Unit, Barauni Jn. |
|---|--|

North-Eastern
Railway (Which
came in to
existence subse-
quent to 12-3-70)

- NIL -

North-Frontier
Railway (which
were in existence
on 12-3-70,

1. Loco Shed, New Jalpaiguri (Narrow Gauge).
2. Loco Shed, Kurseong (Narrow Gauge).
3. Loco Shed, Tindharai (Narrow Gauge).
4. Loco Shed, Lujallin (Narrow Gauge).
5. Wagon Repair Shop, Bagdogra.
6. Mechanical Workshop, Tindharai.
7. Loco Shed, Alipurduar Jn.
8. Loco Shed, New Bongaigaon.
9. Loco Shed, Mal.
10. Loco Shed, Dhubri.
11. Loco Shed, North Lakhimpur.
12. Loco Shed, Murkong Selek.
13. Loco Shed, New Cooch Behar.
14. Loco Shed, Rangiya.
15. Loco Shed, Katihar.
16. Loco Shed, Silliguri Jn.
17. Loco Shed, Maldah Town.
18. Loco Shed, New Jalpaiguri.
19. Loco Shed, Pandu.
20. Loco Shed, New Gauhati.
21. Loco Shed, Chaparmukh.
22. Loco Shed, Lumding.
23. Loco Shed, Badarpur.
24. Loco Shed, Harangajao.
25. Loco Shed, Karamganj.
26. Loco Repair Workshop, Lumding.
27. Loco Shed, Tinsukhia.
28. Loco Shed, Mariani.
29. Loco Shed, Simuluguri Jn.
30. Loco Shed, Dibrugarh Town.
31. Loco Shed, Ledo.
32. Diesel Shed, Siliguri Jn.
33. Diesel Shed, New Gauhati.
34. General Elect. Repair Workshop, New Bongaigaon.
35. Signal & Tele-com. Workshop, Pandu.
36. Mechanical Workshop, Dibrugarh.
37. Mech. Workshop, New Bongaigaon.
38. Marine Workshop, Pandu.
39. Loco Repairing Workshop, Pandu.
40. Sleeper Treating Plant Naharkatiya.
41. Engineering Workshop Bongaigaon.
42. Printing Press, Kurseong.

North-Frontier
Railway (which
came in to exis-
tence subsequent
to 12-3-1970)

—NIL—

Southern Railway
(which were in
existence on
12-3-1970)

1. Loco Workshop, Southern Railway, Madras.
2. Carriage Workshop, Madras.
3. Carriage and Wagon Workshop, Golden Rock.
4. Southern Railway Electrical Workshop, Madras.
5. Engineering Workshop, Arkonam.
6. Flash Butt Welding Plant, Arkonam.

7. Signal & Tele-communication Work-
shop, Podanur.
8. Post War Reconstruction Electrical
Workshop, Golden Rock.
9. Southern Railway Workshop, Mys-
ore South.
10. Southern Railway Printing Press,
Royapuram, Madras.
11. Southern Railway Ticket Printing
Factory, Tiruchchirappalli.
12. Southern Railway Ticket Printing
Factory, Mysore.
13. Engineering Tools & Plant Depot,
Tiruchchirappalli.
14. Engineering Re-inforced Cement
Concrete Depot, Tiruchchirappalli.
15. Car Workshop, Tambaram.
16. Coresetting Plant, Olavakkot.
17. Loco Shed, (Steam), Erode.
18. Loco Shed, (Diesel), Erode.
19. Loco Shed, Jolarpet.
20. Loco Shed, Villupuram.
21. Loco Shed, Shoranpur.
22. Loco Shed, Calicut.
23. Loco Shed, Cochin.
24. Loco Shed, Ernakulam.
25. Loco Shed, Quilon.
26. Loco Shed (MG), Bangalore City.
27. Loco Shed (BG), Bangalore Canton-
ment.
28. Loco Shed, Madurai.
29. Loco Shed, Mysore.
30. Diesel Loco Shed, Guntakal.
31. Diesel Loco Shed, Gooty.
32. Diesel Loco Shed, Nandalur.
33. Diesel Loco Shed, Renigunta.
34. Diesel Loco Shed, Pakhal.
35. Steam Loco Shed, Guntakal.
36. Steam Loco Shed, Dharmavaram.
37. Steam Loco Shed, Yeshwantpur.
38. Steam Loco Shed, Yelahanka.
39. Steam Loco Shed, Birur.
40. Steam Loco Shed, Chickjajaur.
41. Steam Loco Shed, Harihar.
42. Steam Loco Shed, Shimoga Town.
43. Steam Loco Shed, Arsikere.
44. Vegetarian Refreshment Room,
Tiruchchirappalli.
45. Vegetarian Refreshment Room,
Dindigul.
46. Vegetarian Refreshment Room,
Madurai.
47. Non-Vegetarian Refreshment Room,
Madurai.
48. Vegetarian Refreshment Room,
Erode.
49. Vegetarian Refreshment Room,
Podanur.
50. Vegetarian Refreshment Room,
Coimbatore.
51. Vegetarian Refreshment Room,
Salem.
52. Vegetarian Refreshment Room,
Bangalore City.
53. Vegetarian Refreshment Room,
Guntakal.
54. Vegetarian Refreshment Room,
Madras.

55. Vegetarian Refreshment Room, Arkonam.

Southern Railway
(which came into
existence subse-
quent to 12-3-1970)

- Nil -

South Central
Railway (which
were in existence
on 12-3-1970).

1. Loco Carriage & Wagon (Mechanical) Workshop, Lillaguda.
2. Electrical Workshop, Lillaguda.
3. Bridge Workshop, Lillaguda.
4. Train Lighting Workshop (Electrical) Hubli.
5. Electrical Maintenance Depot, Loco Works, Hubli.
6. Electrical Millwright Shop, Hubli.
7. Loco, Carriage & Wagon Workshops (Mechanical), Kurduwadi.
8. Mechanical Workshop, Hubli.
9. Signal & Tele-communication Workshop, Mettuguda.
10. Printing Press, Secunderabad.
11. Departmental Catering Establishment at Vijayawada.
12. Departmental Catering Establishment at Rajahmundry.
13. Departmental Catering Establishment at Hubli.
14. Departmental Catering Establishment at Miraj.
15. Departmental Catering Establishment at Kazipet.
16. Departmental Catering Establishment at Secunderabad.
17. Dining Cars on 21/22 Hyderabad, New Delhi Dakshin Express.
18. Loco Shed, Kazipet (Steam) (Major), Secunderabad Division.
19. Loco Shed, Lillaguda (Major) Broad Gauge, Secunderabad Division.
20. Loco Shed, Dornakal (Minor), Broad Gauge, Secunderabad Division.
21. Loco Shed, Lillaguda (Major) Metre Gauge.
22. Loco Shed, Purna (Major), Meter Gauge, Secunderabad Division.
23. Loco Shed, Daund (Major), Broad Gauge, Sholapur.
24. Loco Shed, Sholapur (Minor), Broad Gauge, Sholapur.
25. Loco Shed, Wadi (Minor), Broad Gauge, Sholapur.
26. Loco Shed, Kurduwadi (Minor), Narrow Gauge, Sholapur.
27. Loco Shed, Bitragunta (Major) Broad Gauge, Vijayawada.
28. Loco Shed, Vijayawada (Major) Broad Gauge, Vijayawada.
29. Loco Shed, Rajahmundry (Major) Broad Gauge, Vijayawada.
30. Loco Shed, Donakonda (Major) Meter Gauge, Vijayawada.
31. Loco Shed, Nandyal (Minor) Meter Gauge, Vijayawada.
32. Loco Shed, Tadepalli (Minor) Meter Gauge, Vijayawada.

33. Loco Shed, Ghorpuri (Minor) Metre Gauge, Hubli.

34. Loco Shed Hubli (Major) Meter Gauge, Hubli.

35. Loco Shed, Castel Rock (Minor) Meter Gauge, Hubli.

36. Loco Shed, Gadag (Minor) Meter Gauge, Hubli.

37. Loco Shed, Miraj (Minor) Meter Gauge, Hubli.

South Central
Railway (which
came into
existence subse-
quent to
12-3-1970).

1. Loco Shed, Kazipet (Diesel) (Major), Secunderabad.
2. Loco Shed, Ghorpuri (Minor).
3. Loco Shed, Miraj (Minor).

South-Eastern
Railway (which
came into exis-
tence on
12-3-1970).

1. Loco Workshops, Kharagpur.
2. Wagon Workshops, Kharagpur.
3. Carriage Workshop, Kharagpur.
4. Diesel Workshop, Kharagpur.
5. Electric Workshop, Kharagpur.
6. Signal Workshop, Kharagpur.
7. Line Engineering Workshop, Kharagpur.
8. Millwright workshop Kharagpur.
9. Clothing Factory, Kharagpur.
10. Aerated Water Factory, Kharagpur.
11. Traction (General) Electric Shop, Kharagpur.
12. Printing Press, Kharagpur.
13. Elect. Car Shed, Tikiapara.
14. Engineering Stores Depot, Kharagpur.
15. Loco Shed, Kharagpur.
16. Loco Shed, Santragachi.
17. Loco Shed, Shalimar.
18. Loco Shed, Baripada.
19. Carriage Shed, Kharagpur.
20. Carriage Shed, Santragachi.
21. Carriage Shed, Shalimar.
22. Carriage Shed, Baripada.
23. Carriage Shed, Nimpura.
24. Carriage Shed, Khurda Road.
25. Carriage Shed, Puri.
26. Bhadrak (Carriage Shed).
27. Pilsa (Carriage Shed).
28. Talcher (Carriage Shed).
29. Loco Shed, Khurda Road.
30. Loco Shed, Bhadrak.
31. Loco Shed, Palasa.
32. Line Engineering Workshop, Cuttack.
33. Narrow Gauge (Mech.) W/S, Nagpur.
34. Diesel Shed, Motibagh.
35. Loco Shed, Nagpur.
36. Loco Shed, Dongargarh.
37. Loco Shed, Tumsar.
38. Loco Shed, Gondia.
39. Loco Shed, Nainpur.
40. Loco Shed, Howbagh.
41. Loco Shed, Chhindwara.
42. Loco Shed, Nagbhir.
43. Loco Shed, Motibagh.
44. Carriage Shed, Nagpur.
45. Carriage Shed, Dungargarh.

46	Carriage Shed, Gondia	110.	Elect. Shed, Bankura.
47	Carriage Shed, Nainpur.	111.	Elect. Shed, Anara.
48	Carriage Shed, Howbagh	112.	Elect. Shed, Bhojodih.
49	Carriage Shed, Chhindwara	113.	Elect. Shed, Muri.
50	Carriage Shed, Nagbhir	114.	Elect. Shed, Ranchi
51	Carriage Shed, Motubagh	115.	Elect. Shed, Hatia
52	Divl. Mill Wright W/Shop, Waltair	116.	Diesel Shed, Bokaro Steel City.
53	Diesel Loco Shed, Waltair.	117.	Engineering Workshop, Adra.
54	Loco & Car Shed, Nawpada	118.	Elect. (RSO), Anara
55	Carriage Shed, Vizianagram	119.	Elect. (TRD), Anara
56	Carriage Shed, Waltair	120.	Elect. (TRD), Bhojodih
57	Loco Shed, Waltair	121.	Elect. (TRD), Purulia
58	Mechanical Shed, Araku	122.	Loco Shed, Adra
59	Loco Shed, Raygada	123.	Loco Shed, Anara
60	Loco Shed, Kanta Bhayi	124.	Loco Shed, Bhojodih
61	Carriage Shed, Raygada.	125.	Loco Shed, Ranchi.
62	Carriage Shed, Kantabhayi	126.	Loco Shed, Hatua.
63	Carriage Shed, Kirandul.	127.	Loco Shed, Bhaga.
64	Engineering Stores Depot, Waltair	128.	Loco Shed, Mohuda
65	Divl Engineering W/Shop, Bilaspur	129.	Loco Shed, Badhanagar
66	Elect Loco Shed, Bhilai	130.	Loco Shed, Bokaro Steel City
67.	Loco Shed, Bilaspur	131.	Loco Shed, Muri
68	Loco Shed, Raipur	132.	Loco Shed, Bankura (BDR)
69	Loco Shed, Bhilai.	133.	Carriage Shed, Adra
70	Loco Shed, Dallirajhara	134.	Carriage Shed, Anara
71	Loco Shed, Shahdol	135.	Carriage Shed, Burn
72	Loco Shed, Manendragarh	136.	Carriage Shed, Radhanagar
73.	Loco Shed, Karanj	137.	Carriage Shed, Bhojodih.
74	Carriage Shed, Bilaspur	138.	Carriage Shed, Bhaga.
75	Carriage Shed, Raipur.	139.	Carriage Shed, Mahuda.
76	Carriage Shed, Bhilai	140	Carriage Shed, Bokaro Steel City.
77	Carriage Shed, Bhilai Marshalling Yd .	141.	Carriage Shed, Muri
78	Carriage Shed, Dallirajhara	142.	Carriage Shed, Ranchi
79	Carriage Shed, Shahdol	143.	Carriage Shed, Hatia
80	Carriage Shed, Manendragarh	144.	Carriage Shed, Bankura
81	Carriage Shed, Karanj.	145.	Carriage Shed, Chandil.
82.	Wagon Repair Shop, Raipur	146.	Carriage Shed, Purulia
83.	Galvanising Plant, Raipur.	147.	Carriage Shed, Bankura (BDR).
84.	Stores Depot, Raipur	148.	Carriage Shed, Jamadoba
85	Elect Shed, Tatanagar.	149	Refreshment Room, Adra.
86	Diesel Shed, Bondamunda.	150.	Refreshment Room, Balasore.
87	Loco Shed, Chakradharpur.	151.	Refreshment Room, Berhampore.
88	Loco Shed, Tatanagar	152.	Refreshment Room, Muri.
89	Loco Shed, Dongaposhi	153	Composite Catering Unit, Cuttack.
90	Loco Shed, Rourkela	154.	Composite Catering Unit, Kharag-pur
91	Loco Shed, Birmatrapur	155.	Composite Catering Unit, Palasa
92	Loco Shed, Jharsuguda	156	Composite Catering Unit, Rourkela.
93	Loco Shed, Bondamunda	157.	Composite Catering Unit, Viziana-gram.
94	Carriage Shed, Chakradharpur	158.	Composite Catering Unit, Annup-pur.
95	Carriage Shed, Adityapur	159.	Composite Catering Unit, Bhubanes-war
96	Carriage Shed, Tatanagar	160	Composite Catering Unit, Bilapura.
97	Carriage Shed, Dongaposhi	161.	Composite Catering Unit, Khurda Road
98	Carriage Shed, Rourkela.	162.	Composite Catering Unit, Raipur.
99	Carriage Shed, Birmatrapur	163.	Composite Catering Unit, Tata-nagar
100	Carriage Shed, Jharsuguda	164	Composite Catering Unit, Waltair.
101	Carriage Shed, Bondamunda	165.	Dining Car by 1 Dn. Mail.
102	Engineering W/shop, Simi	166.	Dining Car by 2 Up Mail.
103	Flash Butt Welding Plant, Jharsu-guda	167.	S.E. Railway Hotel, Ranchi
104	Engineering Stores Deptt, Simi	168	S.E. Railway Hotel, Puri.
105	Engineering Stores Depot, Tata-nagar	169	Ticket Printing Press, Garden Reach.
106	Engineering Stores Deptt., Bon-damunda		
107.	Wagon Shop, Adra		
108	Elect Shed (North), Adra		
109	Elect Shed (South), Adra		

South-Eastern
Railway (which

1 Carriage Unit Ahuwaia.

came into
existence subse-
quent to
12-3-1970).

Western Railway
(which were in
existence on
12-3-1970).

1. Electrical Workshop, Bhavnagar Para.
2. Electrical Workshop, Morvi.
3. Electrical Workshop, Gondal.
4. Electrical Workshop, Junagarh.
5. Electrical Workshop, Jamnagar.
6. Mechanical Workshop, Bhavnagar Para.
7. Mechanical Workshop, Morvi.
8. Mechanical Workshop, Gondal.
9. Mechanical Workshop, Junagarh.
10. Mechanical Workshop, Jamnagar.
11. Maintenance & Construction of Coaches Workshop, Lower Parel, Bombay.
12. Wagon Repair Shop, Kota.
13. Loco Workshop, Ajmer.
14. Carriage & Wagonshop, Ajmer.
15. Carriage & Wagonshop, Udaipur.
16. Railway Elect. W/Shops & Power House, Ajmer.
17. Elect. Workshop & Stores Canteen, Ajmer.
18. Wagon Repair Shop, Jaipur.
19. Workshop (Signal) Sabarmati.
20. Loco Workshop, Dohad.
21. Engineer Workshop, Sabarmati.
22. Loco Shed, Bhavnagar.
23. Loco Shed, Junagarh.
24. Loco Shed, Jetalsar.
25. Divl. Elect. Engr. (Production), Ajmer.
26. Train Lighting Shop, Parel & Mahalaxmi, Bombay.
27. Power Workshop & Testing Laboratory, Bombay Central.
28. Pratapnagar Railway Workshop, Baroda.
29. Assistant Works Manager (Signal), Ajmer.
30. Signal Workshop, Canteen, Ajmer.
31. Printing Press, Ajmer.
32. Loco Shed, Kota.
33. Loco Shed, Gangapur City.
34. Loco Shed, Sawaimadhopur.
35. Loco Shed, Bayana.
36. Refresher Room, Kota Jn.
37. Electrical W/Shop, Kota.
38. Electrical Repair Shop, Kota Junction.
39. Wagon & Carriage Shop, Kota Junction.
40. Wagon & Carriage Depot, Gangapur City.
41. Wagon & Carriage Depot, Kota Junction.
42. Refresher Room, Bharatpur.
43. Loco Running Shed, Jaipur.
44. Loco Running Shed, Bandikui.
45. Loco Running Shed, Phulera.
46. Carriage & Wagon Shop, Jaipur.
47. Carriage & Wagon Shop, Bandikui.
48. Carriage & Wagon Shop, Phulera.
49. Printing Press, Mahalaxmi, Bombay.

50. Loco Shed, Happa.
51. Loco Shed, Wakaner.
52. Loco Shed, Rajkot.
53. Loco Shed, Surendranagar.
54. Loco Shed, Mehsana.
55. Loco Shed, Sabarmati.
56. Carriage & Wagon Depot, Okha.
57. Carriage & Wagon Depot, Happa.
58. Carriage & Wagon Depot, Jamnagar.
59. Carriage & Wagon Shop, Rajkot.
60. Carriage & Wagon Shop, Surendranagar.
61. Carriage & Wagon Shop, Morvi.
62. Carriage & Wagon Shop, Mehsana.
63. Carriage & Wagon Shop, Sabarmati.
64. Carriage & Wagon Shop, Ahmedabad.
65. Loco Shed (Steam), Gandhidham.
66. Loco Shed (Diesel), Gandhidham.
67. Loco Shed, Palanpur.
68. Loco Shed, Ajmer.
69. Loco Shed, Marwar Junction.
70. Loco Shed (Diesel), Abu Road.
71. Loco Shed, Kamblighat.
72. Loco Shed, Rana Pratapgarh.
73. Loco Shed, Mavli Junction.
74. Loco Shed, Abu Road.
75. Carriage & Wagon Depot, Gandhidham.
76. Carriage & Wagon Depot, Bhildi.
77. Carriage & Wagon Depot, Palanpur.
78. Carriage & Wagon Depot, Ajmer.
79. Carriage & Wagon Depot, Sojat Road.
80. Carriage & Wagon Depot, Marwar Junction.
81. Carriage & Wagon Shop, Abu Road.
82. Carriage & Wagon Shop, Kamblighat.
83. Carriage & Wagon Shop, Mavli Junction.
84. Carriage & Wagon Shop, Udaipur City.
85. Traffic Workshop, Bulsar.
86. Chief Mechanical Foreman, Bombay Central.
87. Elect. Traction Workshop (Car Shed), Bombay Central.
88. Elect. Traction Sub-Station, Grant Road, Bombay.
89. Elect. Traction Sub-Station, Elphin stone Road, Bombay.
90. Elect. Traction Sub-Station, Bandra, Bombay.
91. Elect. Traction Sub-Station Jogeswari, Bombay.
92. Elect. Traction Sub-Station, Kandivli, Bombay.
93. Elect. Traction Sub-Station, Bassein Road, Bombay.
94. Elect. Traction Sub-Station, Mira Road, Bombay.
95. Elect. Over Head Workshop, Bombay Central.

96. Signal & Tele. Workshop, Bombay Central.
97. Signal & Tele. Signal Inspector (Workshop), Lower Parel, Bombay.
98. Elect. (P) Sr. Electrical Foreman (TL) Bombay Central.
99. Engineering Workshop, Lower Parel, Bombay.
100. Loco Shed, Kankaria.
101. Loco Shed, Godhra.
102. Loco Shed, Halol.
103. Loco Shed, Dabhoi.
104. Loco Shed, Nadiad.
105. Loco Shed Viramgam.
106. Loco Shed, Baroda Yard.
107. Loco Shed, Anand.
108. Loco Shed, Kosamba.
109. Loco Shed, Ankleshwar.
110. Loco Shed, Broach.
111. Carriage Depot, Kankaria.
112. Carriage Depot, Ahmedabad.
113. Carriage Depot, Anand.
114. Catering Refreshment Room, (Station Unit), Ahmedabad.

Western Railway
(which came into
existence subse-
quent to
12-3-1970).

Chittaranjan
Locomotive
Works (which
were in existence
on 12-3-1970).
Chittaranjan
Locomotive
Works (which
came into existence
subsequent to
on 12-3-1970).
Diesel Loco.
Works (which
were in existence
on 12-3-1970).
(Which came into
existence subsequent
to 12-3-70).

1. Senior Electrical Foreman (DX), Bombay Central.

1. Engineering Workshop Plant Park, Chittaranjan.
2. Chittaranjan Locomotive Works, Chittaranjan.

-Nil-

1. Diesel Locomotive Works, Varanasi.

-Nil-

- | | | |
|---|--|------------------------------------|
| Integral Coach
Factory (which
were in existence
on 12-3-1970). | 1. Main Factory/Shell. | } Statu-
tory
Can-
teens. |
| | 2. Main Factory/Furnishing. | |
| | 3. ICF Canteen/Shell. | |
| | 4. ICF Annexe Canteen (Furnishing). | |
| | 5. ICF Furnishing Officer Canteen. | |
| | 6. ICF Administrative Office Staff Co-operative Canteen Ltd. (Shell) | |

[File No. S.35014(18)/72-FPG]
SANJIV DAYTA, Under Secy.

नई दिल्ली, 7 जनवरी, 1982

कां० 237—उत्प्रवास अधिनियम, 1922 (1922 का 7) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार श्री बी०के० गर्मा अनुभाग अधिकारी, श्रम मंत्रालय को तत्काल प्रभाव से 3 प्रवासी गंशक, दिल्ली के रूप में नियुक्त करती है।

[म०डी०जी०एल०डब्ल्यू-11017/1/81-ईएमआईजी]

New Delhi, the 7th January, 1982

S.O. 237—In exercise of the powers conferred by section 3 of the Emigration Act, 1922 (7 of 1922), the Central Government hereby appoints Shri V. K. Sharma, Section Officer, Ministry of Labour to be the Protector of Emigrants, Delhi with immediate effect

[No DGI.W-11017/1/81-EMIG]

नई दिल्ली, 8 जनवरी, 1982

कां० 238—उत्प्रवास अधिनियम, 1922 (1922 का 7) की प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार श्री डी०आर० श्रीनिवासन, जनसम्पर्क अधिकारी, को, तत्काल प्रभाव से उनके अपने काम के अतिरिक्त, उत्प्रवासी गंशक, बंबई के रूप में नियुक्त करती है।

[म०डी०जी०एल०डब्ल्यू-11017/1/81-ईएमआईजी]
एस० वेण्कटरमानी, महासचिव उत्प्रवास

New Delhi, the 8th January, 1982

S.O. 238—In exercise of the powers conferred by Section 3 of the Emigration Act, 1922 (7 of 1922), the Central Government hereby appoints Shri T.R. Srinivasan, Public Relations Officer to be the Protector of Emigrants, Bombay in addition to his own duties, with immediate effect.

(No. DGI.W-11017/1/81-EMIG)

S VENKATARAMANI, Controller General of Emigration

नई दिल्ली, 8 जनवरी, 1982

कां० 239—केन्द्रीय सरकार, उपदान संवाय अधिनियम, 1972 (1972 का 39) की धारा 1 की उपधारा (3) के खंड (ग) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, ऐसे "स्थानीय निकायों" को, जिनमें दस या अधिक व्यक्ति नियोजित हैं या पूर्ववर्ती बारह मास के दौरान किसी दिन नियोजित थे, ऐसे स्थापनों के वर्ग के रूप में विनिर्दिष्ट करती है जिन्हें उक्त अधिनियम इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से लागू होगा।

[एस-70020/16/77-एफ०पी०जी०]
आर० के० एस० मुन्नूरम्प्या, अपर सचिव

New Delhi, the 8th January, 1982

S.O. 239—In exercise of the powers conferred by clause (c) of sub-section (3) of Section 1 of the Payment of Gratuity Act, 1972 (39 of 1972), the Central Government hereby specifies 'local bodies' in which ten or more persons are employed, or were employed, on any day of the preceding twelve months, as a class of establishments to which the said Act shall apply with effect from the date of publication of this notification in the Official Gazette.

R. K. A. SUBRAHMANYA, Addl. Secy.
[F. No. S. 70020/16/77-PFG]

नई दिल्ली, 8 जनवरी, 1982

कां० 240—बीडी कर्मचार कल्याण निधि नियम, 1978 के नियम 3 के उप-नियम (2) और नियम 1 के उप नियम (2) के साथ पठित बीडी कर्मचार कल्याण निधि अधिनियम, 1976 (1976 का 62) की धारा 5 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तथा भारत के राजपत्र तारीख 27-12-80 के भाग II-खंड 3 उपखंड (ii) में पृष्ठ 1115 पर प्रकाशित भारत सरकार, श्रम मंत्रालय की अधिसूचना राज्या का० या० 3654, तारीख 12 दिसम्बर 1980 (जिसे इसके बाद उक्त अधिसूचना कहा जाएगा) में प्राथमिक मंत्रालय करने हुए केन्द्रीय सरकार श्री अरविन्द भाई पटेल को मध्य प्रदेश राज्य का समाहकार समिति

के सदस्य के रूप में नियुक्त करती है और उक्त अधिसूचना में निम्न-लिखित संशोधन करती है अर्थात् —

उक्त अधिसूचना में, त्रमांक 4 और उससे संबंधित प्रविष्टियों के लिए, निम्नलिखित प्रतिस्थापित किया जाएगा, अर्थात् :-

“4 श्री अरविन्द भार्दे पटेल,
निदेशक, छोटा भाई जेटा भाई पटेल,
टोबाको प्रोडक्ट (प्रा) लिमिटेड गुजराती बाजार,
सागर (म०प्र०)

[यू-23018/9/80-एमV]

जगदीश प्रसाद, अवर सचिव

New Delhi, the 8th January, 1982

S.O. 240.—In exercise of the powers conferred by section 5 of the Beedi Workers Welfare Fund Act, 1976 (62 of 1976) read with sub-rule (2) of Rule 3 and sub-rule (2) of Rule 4 of the Beedi Workers Welfare Fund Rules, 1978 and in partial modification of the notification of the Government of India in the Ministry of Labour No. S.O. 3654 dated 12th December, 1980 published at page 4415 of Part II—Section 3—Sub-section (ii) of the Gazette of India dated the 27th December, 1980 (hereinafter referred to as the said notification), the Central Government hereby appoints Shri Arbindbhai Patel to be a member of the Advisory Committee for the State of Madhya Pradesh and makes the following amendments in the said notification namely :—

In the said notification, for serial No. (4) and the entries relating thereto, the following shall be substituted namely :—

“4. Shri Arbindbhai Patel,
Director, Chotabhai Jethabhai Patel,
Tobacco Product (P) Ltd.,
Gujarati Bazar, Sagar (M. P.).”

[No. U-23018/9/80-M.V.]

JAGDISH PRASHAD, Under Secy.

नई दिल्ली, 8 जनवरी, 1982

का०प्रा० 241.- केन्द्रीय सरकार, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) जिसे इसके बाद उक्त अधिनियम कहा गया है, की धारा 91क के साथ पठित धारा 88 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मिस्र नेशनल टेकस्टाइल कार्पोरेशन (दिल्ली, पंजाब और राजस्थान) लिमिटेड, नई दिल्ली भारत सरकार के एक उपक्रम के मुख्यालय के नियमित कर्मचारियों का उक्त अधिनियम के प्रवर्तन से 2 दिसम्बर, 1974 से 30 सितम्बर, 1982 तक जिसमें यह विन भी सम्मिलित है, कि अवधि के लिए छूट देती है।

2. पूर्वांक छूट की शर्तें निम्नलिखित हैं, अर्थात् —

- (1) पूर्वांक मुख्यालय जिसमें कर्मचारी नियोजित हैं, एक रजिस्टर रखेगा, जिसमें छूट प्राप्त कर्मचारियों के नाम और पदाभिधान दिखाए जाएंगे ;
- (2) इस छूट के होने हुए भी, कर्मचारी उक्त अधिनियम के अधीन ऐसी प्रसुविधाएं प्राप्त करने रहेंगे, जिनको पाने के लिए वे इस अधिसूचना द्वारा दी गई छूट के प्रवृत्त होने की तारीख से पूर्व/संवत् अवधियों के आधार पर हकदार हो जाते ;
- (3) छूट प्राप्त अवधि के लिए यदि कोई अभिप्राय पहले ही किए जा चुके हो तो वे धारित नहीं किए जाएंगे ;
- (4) उक्त मुख्यालय का नियोजन, उस अवधि की बाबत जिसके दौरान उस मुख्यालय पर उक्त अधिनियम प्रवर्तमान था (जिसे इसमें इसके पश्चात् “उक्त अवधि” कहा गया है), ऐसी विवरणियां ऐसे प्ररूप और ऐसी विशिष्टियों सहित देगा जो कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 के अधीन उसे उक्त अवधि का बाधन देती थी ;

(5) निम्न द्वारा उक्त अधिनियम की धारा 45 की उपधारा (1) के अधीन नियुक्त किया गया कोई निरीक्षक, या नियम का इस निमित्त प्राधिकृत कोई अन्य पदधारी —

- (1) धारा 44 की उपधारा (i) के अधीन, उक्त अवधि की बाबत दी गई किसी विवरणी की विशिष्टियों को सत्यापित करने के प्रयोजनार्थ ; या
- (2) यह अभिनिश्चित करने के प्रयोजनार्थ कि कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 द्वारा यथाप्रपेक्षित रजिस्टर और अभिलेख उक्त अवधि के लिए रखे गए थे या नहीं ;
- (3) यह अभिनिश्चित करने के प्रयोजनार्थ कि कर्मचारी नियोजक द्वारा दिए गए उन फायदों को, जिनके प्रतिकल्पस्वरूप इस अधिसूचना के अधीन छूट दी जा रही है, नक़्क़ और वस्तु रूप में पाने का हक़दार बना हुआ है या नहीं ; या
- (4) यह अभिनिश्चित करने के प्रयोजनार्थ कि उस अवधि के दौरान जब उक्त मुख्यालय के संबंध में अधिनियम के उपबंध प्रवृत्त थे, ऐसे किन्हीं उपबंधों का अनुपालन किया गया था या नहीं

निम्नलिखित कार्य करने के लिए सशक्त होगा,—

- (क) प्रधान या अव्यवहित नियोजक से अपेक्षा करना कि वह उसे ऐसी जानकारी दे जिसे उपरोक्त निरीक्षक या अन्य पदधारी आवश्यक समझता है ; या
- (ख) ऐसे प्रधान या अव्यवहित नियोजक के अधिभोगाधीन किसी कारखाने, स्थापन, कार्यालय या अन्य परिसर में किसी भी उचित समय पर प्रवेश करना और उसके प्रभारी व्यक्ति से अपेक्षा करना कि वह व्यक्तियों के नियोजन और मजदूरी के संदाय में संबंधित ऐसे लेखा, ग्रंथों और अन्य दस्तावेज, ऐसे निरीक्षक या अन्य पदधारी के समक्ष प्रस्तुत करें और उनकी परीक्षा करने दें, या उन्हें ऐसी जानकारी दे जिसे वे आवश्यक समझते हैं ; या
- (ग) प्रधान या अव्यवहित नियोजक की, उसके अधिकारों या सेवक की, या ऐसे किसी व्यक्ति की जो ऐसे कारखाने, स्थापन, कार्यालय या अन्य परिसर में पाया जाए, या ऐसे किसी व्यक्ति की जिसके बारे में उक्त निरीक्षक या अन्य पदधारी के पास यह विश्वास करने का युक्तियुक्त कारण है कि वह कर्मचारी है, परीक्षा करना, या
- (घ) ऐसे कारखाने, स्थापन, कार्यालय या अन्य परिसर में रखे गए किसी रजिस्टर, लेखावही या अन्य दस्तावेज की नक़ल तैयार करना या उसे उद्धरण लेना।

व्याख्यात्मक भाषण

इस मामले में पूर्वापेक्षा प्रभाव से छूट देनी आवश्यक हो गई है, क्योंकि छूट के लिए आवश्यकपत्र देर से प्राप्त हुआ। तथापि, प्रमाणित किया जाता है कि पूर्वापेक्षा प्रभाव से छूट देने में किसी के हित पर प्रतिकूल प्रभाव नहीं पड़ेगा।

[एम-38014/7/81-एच०अर्थ]

New Delhi, the 8th January, 1982

S.O. 241.—In exercise of the powers conferred by Section 88 read with section 91A of the Employees' State Insurance Act, 1948 (34 of 1948) hereinafter referred to as the said Act, the Central Government hereby exempts the regular employees of the Head Office of M/s. National Textile Corporation (Delhi, Punjab and Rajasthan) Limited, New Delhi, a Government of India Undertaking, from the operation of the said Act for the period from 2nd December, 1974 upto and inclusive of the 30th September, 1982.

The above exemption is subject to the following conditions, namely :—

- (1) The aforesaid Head Office wherein the employees are employed shall maintain a register showing the names and designations of the exempted employees;
- (2) Notwithstanding this exemption, the employees shall continue to receive such benefits under the said Act to which they might have become entitled to on the basis of the contributions paid prior to the date from which exemption granted by this notification operates ;
- (3) The contributions for the exempted period, if already paid, shall not be refunded;
- (4) The employer of the said Head Office shall submit in respect of the period during which that Head Office was subject to the operation of the said Act (hereinafter referred to as the said period), such returns in such form and containing such particulars as were due from it in respect of the said period under the Employees' State Insurance (General) Regulations, 1950 ;
- (5) Any Inspector appointed by the Corporation under sub-section (1) of section 45 of the said Act, or other official of the Corporation authorised in this behalf shall, for the purposes of—
 - (i) verifying the particulars contained in any return submitted under sub-section (1) of section 44 for the said period ; or
 - (ii) ascertaining whether registers and records were maintained as required by the Employees' State Insurance (General) Regulations, 1950 for the said period ; or
 - (iii) Ascertaining whether the employees continue to be entitled to benefits provided by the employer in cash and kind being benefits in consideration of which exemption is being granted under this notification; or
 - (iv) ascertaining whether any of the provisions of the Act had been complied with during the period when such provisions were in force in relation to the said Head Office he empowered to—
 - (a) require the principal or immediate employer to furnish to him such information as he may consider necessary; or
 - (b) enter any factory, establishment, office or other premises occupied by such principal or immediate employer at any reasonable time and require any person found incharge thereof to produce to such Inspector or other official and allow him to examine such accounts, books and other documents relating to the employment of persons and payment of wages or to furnish to him such information as he may consider necessary ; or
 - (c) examine the principal or immediate employer, his agent or servant, or any person found in such factory, establishment, office or other premises, or any person whom the said Inspector or other official has reasonable cause to believe to have been an employee; or
 - (d) make copies of or take extracts from any register, account book or other document maintained in such factory, establishment, office or other premises.

EXPLANATORY MEMORANDUM

It has become necessary to give retrospective effect to the exemption in this case, as the application for exemption was received late. However, it is certified that the grant of exemption with retrospective effect will not affect the interest of anybody adversely.

कां० प्रा० 242.—केन्द्रीय सरकार, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) जिसे इसके बाद उक्त अधिनियम कहा गया है, की धारा 91क के साथ पठित धारा 95 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स नेशनल टैक्सटाईल कार्पोरेशन (तमिल नाडु और पाण्डिचेरी) लि०, कोयम्बतूर, भारत सरकार का मुख्यालय के नियमित कर्मचारियों का उक्त अधिनियम के प्रवर्तन से 7 मार्च, 1975 से 30 सितम्बर, 1982 तक जिसमें यह दिन भी सम्मिलित है, की अवधि के लिए छूट देती है।

2 पूर्वोक्त छूट की शर्तें निम्नलिखित हैं, अर्थात् :—

- (1) पूर्वोक्त मुख्यालय जिसमें कर्मचारी नियोजित है, एक रजिस्टर रखेगा, जिसमें छूट प्राप्त कर्मचारियों के नाम और पदविधान दिखाए जायेंगे।
- (2) इस छूट के होने हुए भी कर्मचारी उक्त अधिनियम के अधीन ऐसी प्रसुविधाएं प्राप्त करने रहेंगे जिनको पाने के लिए वे इस अधिसूचना द्वारा दी गई छूट के प्रवृत्त होने की तारीख से पूर्व/संबन्धित अवधियों के आधार पर हकदार हो जाते,
- (3) छूट प्राप्त अवधि के लिए यदि कोई अभिवाय पहले ही किए जा चुके हों तो वापिस नहीं किए जायेंगे,
- (4) उक्त मुख्यालय का नियोजन, उस अवधि की बाबत जिसके दौरान उस मुख्यालय पर उक्त अधिनियम प्रवर्तमान था (जिसे इसमें इसके पश्चात "उक्त अवधि" कहा गया है), ऐसी विवरणियां ऐसे प्ररूप में और ऐसी विशिष्टियों सहित देगा जो कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 के अधीन उसे उक्त अवधि की बाबत देनी थी,
- (5) नियम द्वारा उक्त अधिनियम की धारा 45 की उपधारा (1) के अधीन नियुक्त किया गया कोई निरीक्षक या निगम का इस निमित्त प्राधिकृत कोई अन्य पदधारी,—
 - (1) धारा 44 की उपधारा (1) के अधीन, उक्त अवधि की बाबत दी गई किसी विवरणी की विशिष्टियों को सत्यापित करने के प्रयोजनार्थ, या
 - (2) यह अभिनियन्त करने के प्रयोजनार्थ कि कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 द्वारा यथाप्रेक्षित रजिस्टर और अभिलेख उक्त अवधि के लिए रखे गए थे या नहीं; या
 - (3) यह अभिनियन्त करने के प्रयोजनार्थ कि कर्मचारी नियोजक द्वारा दिए गए उन फायदों, जिनके प्रतिकलस्वरूप इस अधिसूचना के अधीन छूट दी जा रही है, नकद और वस्तु रूप में पाने का हकदार बना हुआ है या नहीं ; या
 - (4) यह अभिनियन्त करने के प्रयोजनार्थ कि उस अवधि के दौरान जब उक्त मुख्यालय के संबंध में अधिनियम के उपबंध प्रवृत्त थे, ऐसे किसी उपबन्ध का अनुपालन किया गया था या नहीं, निम्नलिखित कार्य करने के लिए सशक्त होगा,
 - (क) प्रधान या अन्यवर्तित नियोजक से अपेक्षा करना कि वह उसे ऐसी जानकारी दे जिसे उपरोक्त निरीक्षक या अन्य पदधारी आवश्यक समझता है, या
 - (ख) ऐसे प्रधान या अन्यवर्तित नियोजक के अधिविभागीन किसी कारखाने स्थापन, कार्यालय या अन्य परिसर में किसी भी उचित समय पर प्रवेश करना और उसके प्रभारी व्यक्ति से अपेक्षा करना कि वह व्यक्तियों के नियोजन और मजदूरी के संबंध से संबंधित ऐसे लेखा, बटिया और अन्य दस्तावेज, ऐसे निरीक्षक या अन्य पदधारी के समक्ष प्रस्तुत करे और उनकी परीक्षा करने दे, या उन्हें ऐसी जानकारी दे जिसे वे आवश्यक समझते हैं; या

(ग) प्रधान या अध्यक्षित निगोश की, उसके अधिकारी या सेवक की, या ऐसे निरीक्षण की या ऐसी कारखाने स्थापन, कार्यालय या अन्य परिसर में पाया जाए या ऐसे किसी व्यक्ति की जिसके बारे में उक्त निरीक्षक या अन्य पदधारी के पास यह विश्वास करने का युक्तियुक्त कारण है कि वह कर्मचारी है, परीक्षा करना; या

(घ) ऐसे कारखाने, स्थान, कार्यालय या अन्य परिसर में रखे गए किसी रजिस्टर, लेखा-बही या अन्य दस्तावेज की नकल तैयार करना या उसे उद्धरण लेना।

व्याख्यात्मक भाषण

इस मामले में पूर्वोक्ति प्रभाव में छूट देनी आवश्यक हो गई है क्योंकि छूट के लिए आवेदन पत्र देर से प्राप्त हुआ। तथापि, प्रमाणित किया जाता है कि पूर्वोक्ति प्रभाव में छूट देने से किमा के हित पर प्रतिकूल प्रभाव नहीं पड़ेगा।

[सं. एन-38014/33/80-एच.आई.]

S.O. 242.—In exercise of the powers conferred by section 88 read with section 91A of the Employees' State Insurance Act, 1948 (34 of 1948) hereinafter referred to as the said Act, the Central Government hereby exempts the regular employees of the Head Office of M/s. National Textile Corporation (Tamil Nadu and Pondicherry) Limited, Coimbatore, a Government of India enterprise, from the operation of the said Act for the period from 7th March, 1975 upto and inclusive of the 30th September, 1982.

The above exemption is subject to the following conditions, namely:—

- (1) The aforesaid Head Office wherein the employees are employed shall maintain a register showing the names and designations of the exempted employees;
- (2) Notwithstanding this exemption, the employees shall continue to receive such benefits under the said Act to which they might have become entitled to on the basis of the contributions paid prior to the date from which exemption granted by this notification operates;
- (3) The contributions for the exempted period if already paid, shall not be refunded;
- (4) The employer of the said Head Office shall submit in respect of the period during which that Head Office was subject to the operation of the said Act (hereinafter referred to as the said period), such returns in such form and containing such particulars as were due from it in respect of the said period under the Employees' State Insurance (General) Regulations, 1950;
- (5) Any Inspector appointed by the Corporation under sub-section (1) of section 45 of the said Act, or other official of the Corporation authorised in this behalf shall, for the purposes of—
 - (i) verifying the particulars contained in any returns submitted under sub-section (1) of section 44 for the said period; or
 - (ii) ascertaining whether registers and records were maintained as required by the Employees' State Insurance (General) Regulations, 1950 for the said period; or
 - (iii) ascertaining whether the employees continue to be entitled to benefits provided by the employer in cash and kind being benefits in consideration of which exemption is being granted under this notification; or
 - (iv) ascertaining whether any of the provisions of the Act had been complied with during the period when such provisions were in force in relation to the said Head Office.

be empowered to—

- (a) require the principal or immediate employer to furnish to him such information as he may consider necessary;
- (b) enter any factory, establishment, office or other premises occupied by such principal or immediate employer at any reasonable time and require any person found incharge thereof to produce to such Inspector or other official and allow him to examine such accounts, books and other documents relating to the employment of persons and payment of wages or to furnish to him such information as he may consider necessary; or
- (c) examine the principal or immediate employer, his agent or servant, or any person found in such factory, establishment, office or other premises, or any person whom the said Inspector or other official has reasonable cause to believe to have been an employee; or
- (d) make copies of or take extracts from, any register, account book or other document maintained in such factory, establishment, office or other premises.

EXPLANATORY MEMORANDUM

It has become necessary to give retrospective effect to the exemption in this case, as the application for exemption was received late. However, it is certified that the grant of exemption with retrospective effect will not affect the interest of anybody adversely.

[No. S-38014/33/80-HI]

कां.प्रां. 243.—केंद्रीय सरकार, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) जिसे इसके बाद उक्त अधिनियम कहा गया है की धारा 91क के साथ पठित धारा 88 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स नैटिक्स कोर्पोरेशन लि., पुनापुरा, त्रिवेन्द्रम, भारत सरकार का एक उपक्रम, के मुख्यालय के नियमित कर्मचारियों को उक्त अधिनियम के प्रवर्तन से पहली अक्टूबर, 1974 से 30 सितम्बर, 1982 तक जिसमें यह दिन भी सम्मिलित है, की अवधि के लिए छूट देती है।

2. पूर्वोक्त छूट की शर्तें निम्नलिखित हैं, अर्थात्:—

- (1) पूर्वोक्त मुख्यालय जिसमें कर्मचारी नियोजित हैं, एक रजिस्टर रखेगा, जिसमें छूट प्राप्त कर्मचारियों के नाम और पदाभिधान दिखाए जाएंगे;
- (2) इस छूट के होते हुए भी, कर्मचारी उक्त अधिनियम के अधीन ऐसी प्रमुखियाएँ प्राप्त करने रहेंगे, जिनको पाने के लिए वे इस अधिसूचना द्वारा दी गई छूट के प्रवृत्त होने की तारीख से पूर्व/संदर्भ अधिवार्यों के आधार पर हकदार हो जाते;
- (3) छूट प्राप्त अवधि के लिए यदि कोई अभिवार्य पहले ही किए जा चुके हों तो वे वापिस नहीं किए जाएंगे;
- (4) उक्त मुख्यालय का नियोजन उस अवधि की बात जिसके दौरान उस मुख्यालय पर उक्त अधिनियम प्रवर्तमान था (जिसे इसमें इसके पश्चात "उक्त अवधि" कहा गया है), ऐसी विवरणियाँ ऐसे प्रारूप में और ऐसी विशिष्टियों सहित देगा जो कर्मचारी राज्य बीमा (माधारण) विनियम, 1950 के अधीन उसे उक्त अवधि की बाबत देनी थी;
- (5) नियम द्वारा उक्त अधिनियम की धारा 45 की उपधारा (1) के अधीन नियुक्त किया गया कोई निरीक्षक, या निगम का इस निमित्त प्राधिकृत कोई अन्य पदधारी,-----
 - (1) धारा 44 की उपधारा (1) के अधीन उक्त अवधि की बाबत हो गई किसी विवरणी की विशिष्टियों को स्थापित करने के प्रयोजनार्थ; या

- (2) यह अभिविधित करने के प्रयोजनार्थ कि कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 द्वारा यथा भरोसा रजिस्टर और अधिलेख उक्त अवधि के लिए रखे गए थे या नहीं; या
- (3) यह अभिविधित करने के प्रयोजनार्थ कि कर्मचारी नियोजक द्वारा दिए गए उन कागजों को, जिसके प्रतिफलस्वरूप इस अधिसूचना के अधीन छूट दी जा रही है, नकद और वस्तु रूप में पाने का हकदार बना हुआ है या नहीं; या
- (4) यह अभिविधित करने के प्रयोजनार्थ कि उस अवधि के दौरान जब उक्त सुव्यवस्था संबंध में अधिनियम के उद्देश्य प्रवृत्त थे, ऐसे किन्हीं उपबंधों का अनुपालन किया गया था या नहीं;

निम्नलिखित कार्य करने के लिए मशकत होगा,—

- (क) प्रधान या अध्यक्षित नियोजक से अपेक्षा करना कि वह उसे ऐसी जानकारी दे जिसे उपरोक्त निरीक्षक या अन्य पदधारी आवश्यक समझता है; या
- (ख) ऐसे प्रधान या अध्यक्षित नियोजक के अधिमोखाधीन किसी कारखाने स्थापन, कार्यालय या अन्य परिसर में किसी भी उचित समय पर प्रवेश करना और उसके प्रभारी व्यक्ति से अपेक्षा करना कि वह व्यक्तियों के नियोजन और मजदूरी के संदाय से संबंधित ऐसे लेखा, बहियाँ और अन्य दस्तावेज ऐसे निरीक्षक या अन्य पदधारी के समक्ष प्रस्तुत करें और उनकी परीक्षा करने दें या उन्हें ऐसी जानकारी दें जिसे वे आवश्यक समझते हैं; या
- (ग) प्रधान या अध्यक्षित नियोजक को, उनके अधिकारी या सेवक को, या ऐसे किसी व्यक्ति को जो ऐसे कारखाने, स्थापन, कार्यालय या अन्य परिसर में पाया जाए, या ऐसे किसी व्यक्ति को जिसके बारे में उक्त निरीक्षक या अन्य पदधारी के पास यह विश्वास करने का युक्तियुक्त कारण है कि वह कर्मचारी है, परीक्षा करना; या
- (घ) ऐसे कारखाने, स्थापन, कार्यालय या अन्य परिसर में रखे गए किसी रजिस्टर, लेखाबही या अन्य दस्तावेज की नकल तैयार करना या उसे उद्धरण लेना।

व्याख्यात्मक भाष्य

इस मामले में पूर्वापेक्षी प्रभाव से छूट देनी आवश्यक हो गई है, क्योंकि छूट के लिए प्राप्त आवेदन पत्र की कार्यवाही पर समय लगा। तथापि, प्रमाणित किया जाता है कि पूर्वापेक्षी प्रभाव से छूट देने से किसी के हित पर प्रतिकूल प्रभाव नहीं पड़ेगा।

[सं० एत-38013/31/80-एच०आई०]

S.O. 243.—In exercise of the powers conferred by section 88 read with section 91A of the Employees' State Insurance Act, 1948 (34 of 1948) hereinafter referred to as the said Act, the Central Government hereby exempts the regular employees of the Head Office of M/s. Hindustan Latex Limited, Poojappura, Trivandrum, a Government of India Undertaking from the operation of the said Act for the period from 1st October, 1974 upto and inclusive of the 30th September, 1982.

The above exemption is subject to the following conditions, namely:—

- (1) The aforesaid Head Office wherein the employees are employed shall maintain a register showing the names and designations of the exempted employees;
- (2) Notwithstanding this exemption, the employees shall continue to receive such benefits under the said Act to which they might have become entitled to

on the basis of the contributions paid prior to the date from which exemption granted by this notification operates;

- (3) The contributions for the exempted period, if already paid, shall not be refunded;
- (4) The employer of the said Head Office shall submit in respect of the period during which that Head Office was subject to the operation of the said Act (hereinafter referred to as the said period), such returns in such form and containing such particulars as were due from it in respect of the said period under the Employees' State Insurance (General) Regulations, 1950;
- (5) Any Inspector appointed by the Corporation under sub-section (1) of section 45 of the said Act, or other official of the Corporation authorised in this behalf shall, for the purposes of—
- (i) verifying the particulars contained in any returns submitted under sub-section (1) of section 44 for the said period; or
- (ii) ascertaining whether registers and records were maintained as required by the Employees' State Insurance (General) Regulations, 1950 for the said period; or
- (iii) ascertaining whether the employees continue to be entitled to benefits provided by the employer in cash and kind being benefits in consideration of which exemption is being granted under this notification; or
- (iv) ascertaining whether any of the provisions of the Act had been complied with during the period when such provisions were in force in relation to the said Head Office.

be empowered to—

- (a) require the principal or immediate employer to furnish to him such information as he may consider necessary, or
- (b) enter any factory, establishment, office or other premises occupied by such principal or immediate employer at any reasonable time and require any person found incharge thereof to produce to such Inspector or other official and allow him to examine such accounts, books and other documents relating to the employment of persons and payment of wages or to furnish to him such information as he may consider necessary; or
- (c) examine the principal or immediate employer, his agent or servant, or any person found in such factory, establishment, office or other premises, or any person whom the said Inspector or other official has reasonable cause to believe to have been an employee; or
- (d) make copies of or take extracts from, any register, account book or other document maintained in such factory, establishment, office or other premises.

EXPLANATORY MEMORANDUM

It has become necessary to give retrospective effect to the exemptions in this case, as the processing of the application for exemption took time. However, it is certified that the grant of exemption with retrospective effect will not affect the interest of anybody adversely.

[No. S-38014/31/80-HI]

क्रा० आ० 244.—केन्द्रीय सरकार का यह समाधान हो गया है कि निम्नलिखित विमानन विभाग की मैसर्स रेडियो कम्युनिकेशन यूनिट वर्कसाप, नई दिल्ली के कर्मचारी अन्यथा उन लोगों को प्राप्त कर रहे हैं, जो कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 क. 34) के अधीन दिए

गए लाभों के तत्त्वतः समान हैं। मत / अब केन्द्रीय सरकार उक्त अधिनियम की धारा 91 क के साथ पठित धारा 90 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, कर्मचारी राज्य बीमा नियम के साथ परामर्श करने के पश्चात् उक्त कारखाने को, उक्त अधिनियम के प्रारंभ से 19 सितम्बर 1956 से 30 सितम्बर, 1982 तक, जिसमें यह तारोख भी सम्मिलित है ; छूट देती है।

2. पूर्वोक्त छूट की शर्तें निम्नलिखित हैं, अर्थात् —

(1) उक्त कारखाने का नियोजन उन शर्तों की बाबत जिसके दौरान उक्त कारखाने पर उक्त अधिनियम प्रवर्तमान था (जिसे हमें हमके पश्चात् उक्त अधिनियम कहा गया है), ऐसी विवरणियाँ, ऐसे प्रश्न में और ऐसी विनिर्दिष्टों सहित होगा जो कर्मचारी राज्य बीमा (साधारण) विनियम 1950 के अधीन उसे उक्त अधिनियम की बाबत देनी थी ;

(2) नियम द्वारा उक्त अधिनियम की धारा 45 की उपधारा (1) के अधीन नियुक्त किया गया कोई निरीक्षक या नियम का इस निमित्त प्राधिकृत कोई अन्य पदधारी —

- (1) धारा 44 की उपधारा (1) के अधीन, उक्त अधिनियम की बाबत वो गई किसी विवरणों की जाँचों को सत्यापित करने के प्रयोजनार्थ ; या
- (2) यह प्रतिनिधित्व करने के प्रयोजनार्थ कि कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 द्वारा यथा प्रवेक्षित रजिस्टर और अभिलेख उक्त अधिनियम के लिए रखे गये थे या नहीं ; या
- (3) यह प्रतिनिधित्व करने के प्रयोजनार्थ कि कर्मचारी, नियोजक द्वारा दिए गए उन फायदों को, जिनके प्रतिफलस्वरूप इस अधिसूचना के अधीन छूट दी जा रही है, नकद में और वस्तु रूप में पाने का हकदार बना हुआ है ; या नहीं ; या
- (4) यह प्रतिनिधित्व करने के प्रयोजनार्थ कि उस अधिनियम के दौरान जब उक्त कारखाने के संबंध में अधिनियम के उपबन्ध प्रवृत्त थे, ऐसे किन्हीं उपबन्धों का अनुपालन किया गया था या नहीं ;

निम्नलिखित कार्य करने के लिए सक्षम होगा :—

- (क) प्रधान या अध्यक्षित नियोजक से अपेक्षा करना कि वह उसे ऐसी जानकारी दे जिसे उपरोक्त निरीक्षक या अन्य पदधारी आवश्यक समझता है ; या
- (ख) ऐसे प्रधान या अध्यक्षित नियोजक के अधिभागाधीन किसी कारखाने स्थापन, कार्यालय या अन्य परिसर में किना मो उचित समय पर प्रवेश करना और उनके प्रभारी से यह अपेक्षा करना कि वह व्यक्तियों के नियोजन और मजदूरी के संबंध से संबंधित ऐसे लेखा, बहियाँ और अन्य दस्तावेज ऐसे निरीक्षक या अन्य पदधारी के समक्ष प्रस्तुत करें और उनकी परीक्षा करने दें, या उन्हें ऐसी जानकारी दें जिसे वे आवश्यक समझते हैं ; या
- (ग) प्रधान या अध्यक्षित नियोजक को, उससे अधिकारी या सेवक की, ऐसे किसी व्यक्ति की जो ऐसे कारखाने स्थापन, कार्यालय या अन्य परिसर, में पाया जाए, या ऐसे किना व्यक्ति को जिसके बारे में उक्त निरीक्षक या अन्य पदधारी के पास यह विश्वास करने का युक्तियुक्त कारण है कि कर्मचारी है, परीक्षा करना ;
- (घ) ऐसे कारखाने, स्थापन, कार्यालय या अन्य परिसर में रखे गए किसी रजिस्टर, लेखाबही या अन्य दस्तावेज की नकल तैयार करना या उससे उद्धरण लेना।

व्याख्यात्मक भाषण

इस मामले में पूर्वोक्त प्रभाव से छूट देने आवश्यक हो गई है, क्योंकि यह के लिए आवश्यकता है कि प्रभाव से छूट देने से किसी के हित पर प्रतिकूल प्रभाव नहीं पड़ेगा।

[सं. एस-28014/33/81-एच० भाई०]

धारा के पास, अवर सचिव

S.O. 244.—Whereas the Central Government is satisfied that the employees of the M/s. Radio Construction Unit Workshop New Delhi belonging to Civil Aviation Department are otherwise in receipt of benefits substantially similar to the benefits provided under the Employees' State Insurance Act, 1948 (34 of 1948);

Now, Therefore, in exercise of the powers conferred by section 90, read with section 91A, of the Act, the Central Government, after consultation with the Employee's State Insurance Corporation, hereby exempts the above mentioned factory from the operation of the said Act for a period with effect from the 19th September 1956 upto and inclusive of the 30th September, 1982.

2. The above exemption is subject to the following conditions, namely :—

(1) The employer of the said factory shall submit in respect of the period during which that factory was subject to the operation of the said Act (hereinafter to as the said period), such returns in such form and containing such particulars as were due from it in respect of the said period under the Employees' State Insurance (General) Regulations, 1950;

(2) Any Inspector appointed by the Corporation under sub-section (1) of section 45 of the said Act, or other Official of the Corporation authorised in this behalf shall, for the purposes of :—

(i) verifying the particulars contained in any return submitted under sub-section (1) of section 44 for the said period; or

(ii) ascertaining whether registers and records were maintained as required by the Employees' State Insurance (General) Regulations, 1950 for the said period ; or

(iii) ascertaining whether the employees continue to be entitled to benefits provided by the employer in cash and kind being benefits in consideration of which exemption is being granted under this notification; or

(iv) ascertaining whether any of the provisions of the Act has been complied with during the period when such provisions were in force in relation to the said factory; be empowered to —

(a) require the principal or immediate employer to furnish to him such information as he may consider necessary; or

(b) enter any factory, establishment, office or other premises occupied by such principal or immediate employer at any reasonable time and require any person found incharge thereof to produce to such Inspector or other official and allow him to examine such accounts, books and other documents relating to the employment of persons and payment of wages or to furnish to him such information as he may consider necessary ; or

(c) examine the principal or immediate employer, his agent or servant, or any person found in such factory, establishment, office or other premises, or any person whom the said Inspector or other official has reasonable cause to believe to have been an employee; or

(d) make copies of or take extracts from, any register, account book or other document maintained in such factory, establishment, office or other premises.

EXPLANATORY MEMORANDUM

It has become necessary to give retrospective effect to the exemption in this case, as the application for exemption was received late. However, it is certified that the grant of exemption with retrospective effect will not affect the interest of anybody adversely.

[No. S-38014/33/81-HI]

R. K. DAS, Under Secy.

नई दिल्ली, 8 जनवरी, 1982

कां० 245—भारत सरकार के तत्कालीन श्रम और रोजगार विभाग की अधिसूचना संख्या 1698 तारीख 12 अप्रैल, 1972 द्वारा गठित श्रम न्यायालय, सिमला के पीठासीन अधिकारी का पद रिक्त हुआ है;

अतः अब औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 8 के उपबंधों के अनुसरण में केन्द्रीय सरकार श्री एस०एस० कंवर को उक्त श्रम न्यायालय के पीठासीन अधिकारी के रूप में नियुक्त करती है।

[सं० एस-11020/12/81-डी-1(ए०)]

New Delhi, the 8th January, 1982

S.O. 245—Whereas a vacancy has occurred in the Office of the Presiding Officer of the Labour Court, Simla, constituted by the notification of the Government of India in the then Department of Labour and Employment Notification No. S.O. 1698 dated the 12th April, 1972;

Now therefore in pursuance of the provisions of Section 8 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby appoints Shri S. S. Kanwar as the Presiding Officer of the Labour Court constituted as aforesaid.

[No. S 11020/12/81-D.I(A)]

कां० 246—भारत सरकार के तत्कालीन श्रम और रोजगार विभाग की अधिसूचना संख्या कां० 459, तारीख 5 फरवरी, 1963 द्वारा गठित श्रम न्यायालय, जिसका मुख्यालय बंगलूर है के पीठासीन अधिकारी का पद रिक्त हुआ है;

अतः अब औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 8 के उपबंधों के अनुसरण में केन्द्रीय सरकार श्री क० वी० गोविन्दराजू को उक्त श्रम न्यायालय के पीठासीन अधिकारी के रूप में नियुक्त करती है।

[सं० एस-11020/9/81-डी-1(ए०)]

एल० क० नारायणन, जवर सचिव

S.O. 246.—Whereas a vacancy has occurred in the Office of the Presiding Officer of the Labour Court with headquarter at Bangalore constituted by the notification of the Government of India in the then Ministry of Labour and Employment No. S.O. 459 dated the 5th February, 1963;

Now therefore in pursuance of the provisions of section 8 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby appoints Shri K. V. Govinda Raju as the Presiding Officer of the Labour Court constituted as aforesaid.

[No. S-11020/9/81-D-1(A)]

L. K. NARAYANAN, Under Secy.

New Delhi, the 8th January, 1982

S.O. 247.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad in the industrial dispute between the employers in relation to the management of Basuria Colliery of Messrs Bharat Coking Coal Limited, Post Office Kusunda, District Dhanbad and their workmen, which was received by the Central Government on the 5th January, 1982.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2), DHANBAD

Reference No. 1 of 1981

In the matter of an industrial dispute under S. 10(1)(d) of the I.D. Act, 1947

PARTIES:

Employers in relation to the management of Basuria colliery of Messrs Bharat Coking Coal Limited, Post Office Susunda, District Dhanbad,

AND

Their workmen.

APPEARANCES:

On behalf of the employers—Shri B. Joshi, Advocate.

On behalf of the workmen—Shri S. Bose, Secretary, Rashtriya Colliery Mazdoor Sangh, Dhanbad.

STATE : Bihar.

INDUSTRY : Coal.

Dhanbad, 29th December, 1981.

AWARD

This is a reference under Section 10 of the I.D. Act, 1947. The Central Government by its order No. L-20012/161/80-D.III(A) dated 24th December, 1980 has referred this dispute to this Tribunal for adjudication on the following terms:

SCHEDULE

"Whether the demand of the workmen of Basuria colliery of Messrs Bharat Coking Coal Limited, Post Office Kusunda, District Dhanbad for regularisation of the services of Shrivashri Anil Kumar and Jhanku Karmakar as attendance clerk from December, 1977 is justified? If so, to what relief are the said workmen entitled?"

2. The two concerned workmen S/Shri Anil Kumar and Jhanku Karmakar were appointed as underground munshi on 1st August, 1975 and were placed in clerical grade III of the wage board recommendation. The colliery administration directed these two workmen to take over the duties of attendance clerk w.e.f. 1st December, 1977. The posts of attendance clerks. A dispute was raised with the management to regularise them in clerical grade II as attendance clerks. A dispute was raised with the management and thereafter an industrial dispute was raised for the purpose of aforesaid regularisation.

3. The management have taken the plea that according to the policy of the management the two concerned workmen were given chance to learn the job of grade II as attendance clerk by order of the manager of the colliery. It has also been urged that there is a Departmental Promotion Committee which goes into the question of promotion and thereafter the promotion is effected by the order of the headquarters. These concerned workmen were asked to perform the duties of attendance clerk from 1st December, 1977 without any regular procedure adopted in the matter of promotion. It has also been said that as a matter of policy promotion has to be effected on completion of 3 years service and not before. Since the concerned workmen were appointed on 1st August, 1975 they could not be promoted before the completion of 3 years i.e. before 1st August, 1978. The concerned workmen therefore were given the chance which may be called officiating arrangement due to temporary vacancy occurring.

4. Shri S. Bose, Advocate for the workmen and Shri B. Joshi, Advocate for the management have adduced no oral evidence and argument has been advanced on the basis of pleadings. It appears that the concerned workmen have been promoted in a regular manner sometime in the year 1980 and accordingly their services have been regularised in clerical grade II. Shri Bose has accepted this fact and has merely claimed that this regularisation should have been from December, 1977. In course of argument Shri Bose has conceded that he will not press regularisation from December, 1977 but the management should consider that the concerned workmen rendered continuous service in grade II from December, 1977 and should not be deprived of their seniority. Shri Joshi, Advocate for the management has said that he will

recommend to the management to consider this aspect in the matter of the future promotion of these two concerned workmen. Being satisfied with this assurance given by the learned Advocate of the management, Shri Bose has submitted that he would not press for regulation of these concerned workmen from December, 1977.

5. Thus in view of the submissions made above, the demand of the workmen of Basuria colliery of Messrs Bharat Coking Coal Limited, Post Office Kusunda, District Dhanbad for regularisation of the services of Shreshri Anil Kumar and Jhanku Karmakar as attendance clerks from December, 1977 is not justified. Consequently, they are not entitled to any relief.

This is my award.

[No. L-20012/161/80-D.III(A)]
J. P. SINGH, Presiding Officer

S.O. 248.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad, in the industrial dispute between the employers in relation to the management of Bokaro Colliery of Central Coalfields Limited, Post Office Sunday Bazar, District Giridih and their workmen, which was received by the Central Government on the 5th January, 1982.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) DHANBAD
Reference No. 24 of 1981

In the matter of an industrial dispute under S. 10(1)(d) of the I.D. Act, 1947

PARTIES :

Employers in relation to the management of Bokaro Colliery of Central Coalfields Limited, Post Office Sunday Bazar, District Giridih,

AND

Their workmen.

APPEARANCES :

On behalf of the employer—Shri T. P. Choudhury, Advocate.

On behalf of the workmen—Shri N. Nag, Secretary, Akhil Bhartiya Shoshit Mazdoor Sangh, Giridih.

STATE : Bihar. **INDUSTRY :** Coal.
Dhanbad, 29th December, 1981

AWARD

This is a reference under S. 10 of the I.D. Act, 1947. The Central Government by its order No. L-20012(171)/80-D.III(A) dated 2nd May, 1981 has referred this dispute to this Tribunal for adjudication on the following terms :

SCHEDULE

- “Whether the workmen, whose names are mentioned in the Annexure I are seniors to the workmen in Annexure-II below and whether the supersession of the workmen of Annexure I by those mentioned in Annexure-II is justified? If not, to what relief are the workmen of Annexure I entitled?”

ANNEXURE I

1. Sukhdeo Mukherjee.
2. Basudeo Prasad Sinha.
3. Sibn Chatterjee.
4. Prem Shankar.
5. Lakhan Lall.
6. S. I. Hussain.
7. Janakdeo Singh.
8. Sidheshwar Prasad Singh.

9. Md. Khalil.
10. Madhusudan Chakraborty.
11. Lalan Prasad.

ANNEXURE II

1. P. Mehata.
2. Dayalal Panik.
3. Dayalal J. Vagella.
4. Sukdeo Mallah.
5. Sudama Singh.
6. K. J. Pandey.
7. A. K. Goswami.

2. There are 11 workmen mentioned in Annexure-I to the schedule. Their simple case is that the 7 persons mentioned in Annexure II of the schedule are juniors to them in length of service, but they have been placed as senior to them. In order to understand the case better I would like to place certain facts which have been admitted by both parties. The workmen mentioned in both the annexures to the schedule belong to Bokaro colliery. Formerly it was under the administrative control of the railways. In the railway the coal raising work, removal of over burden work was done through contract labour and the colliery consisted only of open cast working. In this view of the matter only the office staff the statutory mining staff, power house staff were in direct employment of the management of Bokaro colliery. From 1st April, 1954 only the work of coal raising was taken up departmentally. The monthly paid workers of the contractors were however not taken by the department, and they remained with the respective contractors for over burden work. With effect from 1st October, 1956 Messrs National Coal Development Corporation Ltd. took over Bokaro colliery, as per the agreement with the contractors, some of the monthly paid staff like munshies were also brought on the roll of NCDC w.e.f. 1st October, 1956. All the workmen mentioned in Annexures I & II were so taken over. So far as the workmen mentioned in Annexure II are concerned, they were working as clerks, whereas the workers mentioned in Annexure I were working on lower designations, such as munshies, tools issuer, store issuers etc. As soon as the NCDC took over, all those who were working as clerks were designated as Lower Division Clerk in the pay scale of Rs. 60—130 but those who were working as munshies, etc. were given the pay scale of Rs. 55—85 applicable to semi-clerks in the C.P.C. scale of pay.

3. There was a labour union viz. Indian Government Railway Coal Department Employees Association which was later on merged with the Rashtriya Colliery Mazdoor Sangh in the year 1962. The union took up the case of 16 workmen including the 11 workmen mentioned in annexure I. The union demanded that those 16 workmen should also be given the clerical pay scale of Rs. 60—130 with retrospective effect. The dispute was resolved by bipartite discussion held between the management and the union on 18th March, 1962. It was agreed that the 16 posts of L.D.Cs. should be created by surrendering the 16 existing posts of store issuers, munshies (all in semi-clerical pay scale) and 16 concerned persons would be absorbed in the posts of L.D.Cs. so created and their pay would be fixed in the C.P.C. pay scale of Rs. 60—130. As a measure of concession it was also agreed that the pay fixation would be on the point to point basis. As per this settlement the union concerned dropped its demand to give retrospective effect of revised pay scale to the concerned workmen. As a measure of further good-will the concerned persons were paid arrear wages for the period from 19th March, 1962 to the dates from which these posts were created. According to the management the seniority list of all the L.D.Cs were prepared placing the workmen of annexure II over the workmen of annexure I, and no dispute was ever raised thereafter. The management has further said that promotion has been made according to the seniority list without any protest from any quarter for all these years. Later on the wage board recommendation was made in 1967 and adopted by the Bokaro colliery. The fixation of pay was made according to the wage board recommendation without any objection by the concerned workmen. For all these reasons the management has contended that the seniority of the concerned workmen cannot be record from 1st October, 1956.

4. On behalf of the management there has been no oral evidence adduced, but certain documents were marked. Ext. M1 was marked on admission. It was addressed to the Dy. C.M.E., Bokaro & Kargali by the Administrative Officer, Bokaro & Kargali, Kargali. This letter shows that fixation of pay of 15 persons (including the concerned workmen) will take retrospective effect from 19th March, 1962. They were entitled to annual increment in the lower scale of Rs. 55—85, but they would be paid arrears from 19th March, 1962. This is a letter dated 6th August, 1963. On behalf of the management minutes of co-ordination committee meeting held in the colliery manager's office, Bokaro with the employees association on 18th March, 1962 has been filed. This records that 16 posts of LDCs surrendering the existing posts of munshies, tool issuers were to be created over which the 16 persons of the same designation were absorbed. The management felt unable to consider revision of designations with retrospective effect.

5. The evidence on behalf of the workmen is that of WW-1 Shri Basdeo Pd. Sinha. He has said that all the concerned workmen became LDCs on 1st October, 1956. He has further said that in 1955 the concerned workmen held discussions with the Dy. CME and he assured them that they would be getting seniority w.e.f. 1st October, 1956, but will not be getting arrears. Their pay was fixed as mentioned in Ext. W. 4. Now, Ext. W. 4 shows that the pay scale fixed was w.e.f. 1st July, 1969. It is clear that it was not done w.e.f. 1st October, 1956. This letter Ext. W. 4 is dated 18th December, 1963 while Ext. M. 1 is dated 6th August, 1963. Ext. M. 1 however is to take retrospective effect from 19th March, 1962. It appears that Ext. W. 4 was wrongly issued which was later on rectified.

6. The question which has been posed in this reference is whether the workmen mentioned in annexure-I should have been superseded by workmen mentioned in annexure-II. There are two tables to the written statement of the management. Table 1 shows these 11 concerned workmen were coal munshies, tool issuers, etc. Only one of them happened to be a matriculate while the rest were non-matric. They were all appointed before 1954. In Table No. 2 there are 7 workmen. Sl. Nos. 1, 2, 3 and 5 of this table were already LDCs in 1961. Sl. No. 4 a matriculate was a water boy mazdoor and Sl. Nos. 6 and 7 were tool issuers, appointed in 1958. They were all appointed as LDCs in early part of 1961 i.e. before the concerned workmen were appointed as LDCs. Now there is no basis for the concerned workmen to claim seniority as LDC since 1-10-56. In view of the settlement of 1962, Shri T. P. Chondhury, Advocate has said that under the settlement with the management and the union it was agreed that on surrendering of posts held by the 16 workmen (including the 11 concerned workmen) the posts of LDC would be created over which they would be placed. The management fixed their pay on point to point basis from 1-10-56 without giving them any arrear and it was specifically agreed that they would not be given any seniority. In this view of the matter the workmen of Table No. 2 who were already LDCs before these concerned workmen must be held to be seniors to the workmen mentioned in Table No. 1.

7. Thus considering all aspects of the matter I hold that the workmen whose names are mentioned in the annexure I are not seniors to the workmen mentioned in Annexure II and that the supersession of the workmen of Annexure I by those mentioned in annexure II is justified. Consequently the concerned workmen in Annexure I are not entitled to any relief.

This is my award.

J. P. SINGH, Presiding Officer
[No. L-20012/171/80-D.III(A)]

S.O. 249.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad in the industrial dispute between the employers in relation to the management of Messrs Bharat Coking Coal Limited, Karmik Bhawan, Saraidhella, Dhanbad and their workmen, which was received by the Central Government on the 5th January, 1982.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) DHANBAD

Reference No. 6 of 1981

In the matter of an industrial dispute under S. 10(1)(d) of the I. D. Act, 1947.

PARTIES:

Employers in relation to the management of Messrs Bharat Coking Coal Limited, Karmik Bhawan, Saraidhella, Dhanbad and their workmen.

APPEARANCES:

On behalf of the employers : Shri R. S. Murthy, Advocate.

On behalf of the workmen : Shri S. Bose, Secretary, Rastriya Colliery Mazdoor Sangh, Dhanbad.

STATE : Bihar.

INDUSTRY : Coal.

Dhanbad, 30th December, 1981

AWARD

This is an industrial dispute under S. 10 of the I. D. Act, 1947. The Central Government has referred this dispute to this Tribunal for adjudication by its order No. L-20012/202/80-D.III(A) dated 4th February, 1981 on the following terms :

SCHEDULE

"Whether the action of the management of Messrs Bharat Coking Coal Limited, Karmik Bhawan, Saraidhella, Dhanbad in transferring Shri Ranjit Kumar Mondal, Surveyor from Planning Division, Bhagatdih Building to Moonidih Project vide their letter dated 29/30th April, 1976 is justified? If not, to what relief is the said workman entitled?"

2. Shri Ranjit Kumar Mondal, Surveyor of Planning Division of Bharat Coking Coal Limited at Bhagatdih Building was transferred by letter dated 29th/30th April, 1976 to Moonidih Project. Shri Mondal joined the Moonidih Project although according to him the transfer order was illegal. He represented before the Chief Personnel Manager, Bharat Coking Coal Limited and before the Director (Tech) BCCL and also before the General Manager (Coordination) BCCL. His main grievance is that he should not have been transferred under the general policy of Bharat Coking Coal Ltd. which enjoins juniors to be transferred if the question of transfer arose. The concerned workman was the senior-most surveyor in the Design Department. Since the management paid no attention to his demand, this industrial dispute was raised.

3. The management took the plea that the transfer order was validly issued. Further there was no policy in the BCCL to transfer only junior officer. It was contended that after the Chasnalla disaster in December, 1975 it was felt that Moonidih Project required the services of a competent surveyor in order to avoid future disaster. It was clearly made out that the transfer of Shri Mondal was in no way vindictive.

4. In support of his own case, Shri Ranjit Kumar Mondal (WW-1) has examined himself. He has proved certain documents. On his transfer he had represented and the copy of the representation is Ext. M2. The order is Ext. M3. In 1976 there was a seniority list prepared which is Ext. W. 1. The witness has admitted that in July 1979 he has been promoted to the post of Assistant Survey Officer.

5. It will appear from the evidence of Shri Mondal that the concerned workman was senior most and efficient and there had been no vindictive attitude adopted by his superior officer in the matter of his transfer. MW. 2 Shri D. R. Gupta is Deputy Manager (Admn.) in the Technical Directorate of the BCCL. He has said that the transfer of Shri Mondal was not actuated on account of any annoyance on the part of the employer or by way of punishment. He has further said that there was urgent need of surveyor in Central Dhanbad area consisting of Sudamdih and Moonidih due to shortage of surveyors. He has also said that there has been never any rule that the junior most would be transferred when the question of transfer arose. He has said that

Ext. M1 is not under his signature which was issued under the orders of Shri C. S. Jha, Director (Technical) BCCL. In 1975 Shri C. S. Jha was notified as owner of BCCL mines under the Mines Act. It has been contended on that basis on behalf of the management that the owner had full right to appoint and to dismiss a workman and has also full right to transfer a workman from place to another.

6. MW-1 Shri Manas Mohan Bhattacharjee is the Project Manager of Moonidih Project. He has said that after the Chasnalla accident in December, 1975, the Director General, Mines Safety had advised Moonidih Project to take all precautions in order to avoid flooding from neighbouring colliery. According to him Moonidih colliery is a deep shaft mine like Chasnalla colliery. His evidence is that Moonidih Project had asked for additional surveyors to meet the precautionary need and request was made to the General Manager, Central Jharia area. It was under this background that Shri Mondal was transferred. The witness has said that sometime after his joining Shri Mondal was promoted and a good deal of staff worked under his control and supervision.

7. It will appear that the order of transfer of Shri Mondal was not vindictive and it cannot be said to be illegal. There are two main points on which the transfer order could be challenged. It is clear that there is no merit in such contention. But Shri Murthy, Advocate on behalf of the employer has said that at the time when this reference was made Shri Mondal was already an officer of the company and therefore this reference is not maintainable. His further contention is that at the time of his transfer Shri Mondal was drawing more than Rs. 500 as basic wage. It cannot be said that Shri Mondal would come under the definition of a 'workman' in order to raise an industrial dispute. There is a good deal of substance in what Shri Murthy has said and it can be safely said that this reference is not maintainable.

8. Thus, considering all aspects of the matter, I hold that the action of the management of Messrs Bharat Coking Coal Limited, Karmik Bhawan, Saraidhella, Dhanbad in transferring Shri Ranjit Kumar Mondal, Surveyor from Planning Division, Bhagatdih Building to Moonidih Project vide their letter dated 29th/30th April, 1976 is justified. Consequently the concerned workman Shri Ranjit Kumar Mondal, Surveyor is not entitled to any relief.

This is my award.

Sd/-
J. P. SINGH, Presiding Officer,
[No. 1-20012(202)/80-D.III(A)]

S.O. 250.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad in the industrial dispute between the employers in relation to the management of Bastacolla Colliery of Messrs Bharat Coking Coal Limited, Post Office Dhansar, District Dhanbad and their workmen, which was received by the Central Government on the 1st January, 1982.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) DHANBAD

Reference No. 30 of 1980

In the matter of an industrial dispute under S. 10(1)(d) of the I. D. Act, 1947.

PARTIES:

Employers in relation to the management of Bastacolla colliery of Messrs Bharat Coking colliery, Post office Dhansar, District Dhanbad and their workmen.

APPEARANCE:

On behalf of the employers : Shri G. Prosad, Advocate.
On behalf of the workmen : Shri S. Bose, Secretary,
Rastriya Colliery Mazdoor Sangh, Dhanbad.

STATE : Bihar. INDUSTRY : Coal.
Dhanbad. 28th December, 1981

AWARD

This is a reference under S. 10 of the I. D. Act, 1947. The Central Government by its order No. L-20012(231)/79-D.III(A) dated 7th October, 1980 has referred this dispute to this Tribunal for adjudication on the following terms :

SCHEDULE

"Whether the demand of the workmen of Bastacolla Colliery of Messrs Bharat Coking Coal Ltd. Post office Dhansar, District Dhanbad for regularising Shamati Umarwati Kamin as cartridge maker is justified? If so, to what relief is the said workman entitled?"

2. The concerned workman Smt. Umarwati Kamin claims herself to be a cartridge maker in category I of time rated wage. In Bharat Coking Coal Limited establishment there are time rated as well as piece rated workmen known as clay cartridge mazdoors. Smt. Umarwati Kamin was a piece rated worker who used to get Rs. 9 per thousand of cartridges. According to the concerned workman she has been working since 1974. The workmen's grievance is that the earnings of the time rated workers are double the amount paid to the piece rated workers and the more she has been deprived of proper wages on account of her being placed as a piece rated worker. Further it was a case of discrimination between workmen of the same type. The workmen of the colliery therefore through their trade union raised the issue before the colliery management but to no effect. Their union presented an industrial dispute before the Assistant Labour Commissioner (C) Dhanbad through their letter dated 15-1-79. The conciliation proceeding was held which ended in failure due to the adamant attitude of the management. The reference was subsequently made on the recommendation of the Assistant Labour Commissioner (C) Dhanbad.

3. The employer M/s. Bharat Coking Coal Ltd. raised a point that the reference was illegal, bad in law and void and otherwise is not maintainable. It was alleged that Smt. Umarwati Kamin was never an employee of the establishment. According to the management she was a supplier of clay cartridges like many other suppliers of materials to the colliery on contract basis for which she was paid by vouchers at the rate of Rs. 9 per thousand. According to the management she supplied clay cartridges between August, 1978 and March, 1979 temporarily. She said to have never worked in the premises of the employer.

4. In this case the concerned workman, Smt. Umarwati Kamin was not examined as a witness. The employer also did not examine any witness. On behalf of the workman one document Ext. W. 1 has been admitted into evidence. This is a letter dated 25-4-79 signed by the Superintendent, Bastacolla colliery addressed to the Assistant Labour Commissioner (C) Dhanbad. The subject matter is demand of permanency of Smt. Umarwati Kamin and Smt. Basmata Kamin. This letter shows that Smt. Basmata Kamin was a listed piece rated casual employee engaged in making clay cartridge on piece rated basis. Since she had put in 240 days attendance in the year 1979 in the capacity of a casual worker, she was regularised as clay cartridge mazdoor. Smt. Umarwati Kamin, the concerned workman was a clay cartridge supplier and had supplied cartridges on contract basis for few days in 1979 when there was shortage of cartridge workers. It was further said in this letter that the husband of Smt. Umarwati Kamin named Ansu Rai died in illness sometime in 1975 and she had applied before the management to provide a job on compassionate ground. The management rejected her prayer. But in 1976 when there was shortage of cartridges, the concerned workman had supplied cartridges for a few days for which she had been paid. Later on when the management started obtaining sufficient cartridges from departmental labour, the management stopped taking cartridges from the concerned workman.

5. From the above letter, Shri S. Bose representing the workman has tried to show that in Bastacolla colliery there are cartridge makers employed on time rated basis as warranted under the wage board recommendation. This has been accepted on behalf of the management. It is further an admitted position that some workers supply cartridges to the management on piece rate basis for which there is no categorisation in the wage board recommendation. The letter Ext. W. 1 shows that another workman, Smt. Basmata

Kamin was engaged as casual labour for preparation of clay cartridges, and on completion of 240 days she was regularised. The concerned workman was not even designated as casual labour not she completed 240 days in a calendar year to justify her absorption as a permanent workman. I have already said that on behalf of the workmen nothing has been shown to indicate as to how long the concerned workman worked in Bastacolla Colliery. There is a simple statement in the written statement that she has been working since 1974. The management in Ext. W/1 shown that she worked from August, 1975 to March, 1976. This difference in years is also mentioned in the written statement of the management. So, apart from the question as to whether the concerned workman was a piece rated worker or a supplier of clay cartridges on contract basis, we have no evidence to indicate that she worked at any time after March, 1976. The industrial dispute was raised in 1979 when she was not in the employment in any manner. Moreover, the management has filed documents, which are Exts. M1 to M12 to show that she was paid on vouchers for the quantity of clay cartridges supplied. The management has alleged that he supplied cartridges on contract basis. There is nothing to show that there was a contract between the management and the concerned workman for supply of clay cartridges. The concerned workman has made no averment in the written statement that she worked in Bastacolla colliery in the matter of preparation of clay cartridges. But the management in the written statement has specifically alleged that the concerned workman never prepared clay cartridges in the premises of the colliery. It is clear that in order to succeed in her case it was necessary for the concerned workman to prove that she prepared clay cartridges in the premises of the management. This has not been done. So, we have therefore no basis to hold that the concerned workman happened to be a permanent workman in order to entitle her to be placed in category I.

6 Thus having considered all aspects of the case I have to hold that the demand of the workmen of Bastacolla colliery of Messrs Bharat Coking Coal Limited, Post office Dhansar, District Dhanbad for regularising Shrimati Umarwati Kamin as Cartridge Maker is not justified. Consequently, the concerned workman is not entitled to any relief.

This is my award.

J. P. SINGH, Presiding Officer,
[No. I-20012/231/79-D.III(A)]
A. V. S. SARMA, Desk Officer,

New Delhi, the 11th January, 1982

S.O 251.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Hyderabad, in the industrial dispute between the employers in relation to the management of India Government Mint, Hyderabad and their workmen, which was received by the Central Government on the 28th December, 1981.

**BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL)
AT HYDERABAD**

Industrial Dispute No. 7 of 1980.

BETWEEN

Workmen of India Government Mint, Hyderabad.

AND

The Management of India Government Mint, Hyderabad.

APPEARANCES :

Sarvasri V. Jagannadha Rao, K. Rangiah and V. Venkata Ramana, Advocates for the Workmen.

Sri M. Pandu Ranga Rao, Advocate for the Management.

AWARD

This reference was made to this Tribunal by Government of India, Ministry of Labour, through its Letter No. I-42011 (10)/79-T.II(B) dated 19th June, 1980 under Sections 7A and 10(1)(d) of the Industrial Disputes Act, 1947. This relates to

the disputes between the Management of India Government Mint, Hyderabad and the Workmen. The points referred to this Tribunal for adjudication are :

"1. Whether the workman of Government of India Mint, Hyderabad are justified in their demand for production-bonus for the period 1973-74 to 1976-77 when similar bonus was paid to workmen in the Bombay Mint? If so, to what relief are the workmen entitled?"

2. Whether the demand of the workmen of Government of India Mint, Hyderabad for washing allowance is justified? If so, to what relief are the said workmen entitled?"

2. The workmen filed claims statement contending as follows:— The Government of India Mint, Hyderabad where these workmen are employed in the establishment belong to the Finance Ministry of the Government of India. It is an industry within the meaning of Section 2 (i) of the Industrial Disputes Act, 1947. These workmen come within the definition of workmen mentioned in Section 2(s) of the said Act. These workmen are represented by a Sangh called 'Tankasal Karmika Sangh' (hereinafter called the Sangh). The Sangh submitted a charter of demands in their letter dated 3-5-1978 calling upon the Management to settle the demands made by them. Out of those demands, five demands were settled and seven remained unsettled. So, conciliation proceedings were held by the Conciliation Officer. He submitted a failure report. Out of these demands, two demands were referred to this Tribunal for adjudication. They are payment of production bonus and washing allowance.

3. The Government of India established Mints in Bombay, Calcutta and Hyderabad. The work carried on in Bombay and Hyderabad is similar. The Sangh was demanding production bonus on par with the employees in the mint at Bombay. The production in the Hyderabad Mint is similar in quality and quantity to the production in the Mint at Bombay. For the same production, Government entered into an agreement with the workers in the Bombay Mint, and production bonus from the year 1973 till the year 1977 was paid. The Sangh demanded the same in Hyderabad also. The dispute was kept pending by the Management, every year from 1973, and the Sangh has been demanding payment of Bonus. The management has been informing the Sangh that the matter was referred to the Ministry of Government of India and were putting off the demand on the pretext of clearance from the Ministry. The production in Hyderabad was more than the production at Bombay and was also more economical than in Bombay. Hence the workmen at Hyderabad Mint are entitled to the same amount of production bonus as the Bombay Workmen. The management did not pay any bonus under the Payment of Bonus Act nor did they pay even any ex-gratia payment to the workers of the Hyderabad Mint. The Bombay workers were paid at the rate of 833% of the total wages per month. The wages of the workers in Bombay and Hyderabad mints are same, and hence the Management cannot deny the production bonus to the workers of the Hyderabad Mint on par with the Bombay Mint workers. Therefore the workmen of the Hyderabad Mint are entitled for payment of production bonus at 833 per cent of the total wages from 1973 to 1977.

4. The management has been supplying clothing to certain workers. They were also paying washing allowance to peons, Canteen workers and Sanitary workers at Rs. 4 per month. The Sangh demanded the payment of this allowance to all the workers to whom uniforms, were supplied. Hence the said allowance of Rs. 4.00 per month for those workers for whom dresses were supplied may be ordered to be paid.

5. The management filed a counter contending as follows. The reference made by the Government to this Tribunal is incompetent, as the Payment of Bonus Act is not applicable to the Government of India Mints. Hence there cannot be any demand for production Bonus apart from the provisions of the Bonus Act. There cannot be any reference for payment of ex-gratia payment, as the very expression 'ex-gratia payment' itself shows that it is only a discretionary relief that can be granted by the Management and the same can be enforced. The employees of the Government are governed by statutory rules, and in view of the fact, that minting is a sovereign function of the State, the Industrial Disputes Act has no application. The averment mentioned in the claims statement that the Government of India Mint is an

'industry' is not correct. It is also not correct to state that these workmen employed in the Government of India Mint are workmen within the meaning of Section 2(s) of the I.D. Act.

6. It is not true to say that the work done in the Bombay Mint and that done in the Hyderabad Mint are similar to each other. The work of the Bombay Mint differs from the Hyderabad Mint, with regard to the quantum, type, coin production, type of machinery used and methods of processing. Besides coinage production, Bombay Mint has other activities, such as gold melting, refining, manufactures of medals, and standard weights and measures which the Hyderabad Mint is not having, except in a very negligible quantity. It is also not correct to state that the quality and quantity of production in both the Mints are the same. The two Mints are distinct, and have separate budgets, coinage programme and separate sanction of labour strength, based on the respective patterns of work. The Mints of Government of India do not come within the purview of the payment of Bonus Act. Further, there are no basic norms of production applicable uniformly to all the three Mints. However, the scheme incentive honorarium existing in the Bombay Mint was sanctioned by the Government of India, Ministry of Finance, from time to time from the year 1973-1974 for production above certain specified level, and for specified targets of production. Hence the Scheme of payment of honorarium in Bombay Mint has no relevance to the Hyderabad Mint. It is also the case of Calcutta also. In Hyderabad Mint there was never any proposal in respect of payment of this production bonus, and hence the question of putting off such proposal at any time does not arise. The Government of India Mints come within the Section 32(iv) of the payment of Bonus Act, 1965. The Scheme of incentive honorarium in the Bombay Mint in the year 1973-74 has no relevance to Hyderabad Mint. Hence the question of comparing the figures of production of Bombay and Hyderabad Mints does not arise, as the work content, method of production type of machinery and composition of labour force are different from Mint to Mint hence it is difficult to evaluate and measure the relative economics of production obtained at both the Mints on a comparative basis.

7. The Sangh did not raise or submit any demand in 1973 for payment of washing allowance to industrial workers. The Government rules provide for payment of washing allowance only to liveried class III and IV employees, that is drivers, Peons, Canteen Vendors and Sanitary staff. There are no Government rules for payment of that allowance to other type of workmen who were supplied with protective clothing. No other Mints are paying washing allowance to those persons. Hence the Sangh cannot claim any washing allowance for those persons. The claim made by the Sangh is liable to be rejected.

7. Issue 1 :—The Government of India established Mints in Bombay, Calcutta and Hyderabad. The workmen in this case are the workmen employed in the Hyderabad Mint. The case of the workmen is that Minting is an 'industry' within the meaning of Section 2 (j) of the Industrial Disputes Act, that they are workmen within the meaning of Section 2(s) of the said Act, that the production in the Hyderabad Mint is similar in quality and quantity of the production in the Bombay Mint, that with regard to the Bombay Mint, the Government entered into an agreement with the workers of the Bombay Mint to give production bonus if they reached certain prescribed target, that as the target was reached, the workers of the Bombay Mint were paid production bonus from the year 1973 till the year 1977, that it was not paid to the workers of the Hyderabad Mint in spite of the fact that their production was in fact more than that of the Bombay Mint, and that hence they should be paid the production bonus in respect of those years at the same rate at which it was paid in the Bombay Mint. The contention of the Management, in short, is that the reference made by the Government to this Tribunal itself is incompetent as the Payment of Bonus Act is not applicable to the Government of India Mints and hence there cannot be any demand for bonus by the workmen. It is also the contention of the Management that as Minting is a sovereign function it cannot be treated as an 'industry', that hence the Industrial Dispute Act has no application and that hence this Tribunal cannot go into the matter. It is also the contention of the Management that the work of the Bombay Mint differs from the Hyderabad Mint in many aspects, that hence what is

applicable to the Bombay Mint cannot be made applicable to the Hyderabad Mint and that hence the workmen are not entitled for any relief.

8. As stated already, the contention of the Management is that the reference to this Tribunal itself is bad as Minting is a sovereign function and hence cannot be treated as an industry and that hence that I. D. Act has no application in this case. The fact that Minting is a sovereign function cannot be disputed. But it is contended by the learned counsel for the Workmen that Minting was held to be an industry as per law laid down in our country, and in support of the said contention, he relied on the decision, *THE BANGALORE WATER SUPPLY & SEWERAGE BOARD v. A. RAJAPPA* (Supreme Court Labour Judgement 1978-79, Volume 15 page 121). That is a decision given by the Supreme Court by seven judges. It is contended by the learned counsel for the Management that out of seven judges who decided that case, only a single judge namely, His Lordship Justice Chandrachud had it to be an industry. His Lordship held Mint can be an industry, even though its activities can only, be undertaken by the State in the charge of its Constitutional obligations of functions. The State does not grade when it prints currency note or strike a coin and yet considering the nature of the activity it is engaged in an industry when it does so. The learned counsel for the Management argued that His Lordship Justice Chandrachud was only in the minority and that the majority judges did not hold in that manner. As per the majority judgement it was held :

"Sovereign functions, strictly understood (alone) qualify for exemption, not the welfare activities or economic adventures undertaken by Government of statutory bodies.

Even in department discharging sovereign functions, if there are units which are industries and they are substantially severable then can be considered to come within Section 2(j)".

The learned counsel for the workmen argued that even as per the majority judgement it was stated that even in departments discharging sovereign functions, if there are units which are industries and can be severable, they come within the purview of Section 2(j) of the Act, and that it is not specifically held even as per the majority judgement that Minting was not an industry, and that as there is a definite observation made by His Lordship Justice Chandrachud that minting is an industry considering the nature of the work it has to be held that Minting is an industry coming within the purview of Section 2(i) of the Act and that hence this Tribunal has jurisdiction to try this case. I agree with the said argument.

9. As stated already another contention taken by the Management to the maintainable of this case before this Tribunal is that the Government of India Mints are excluded from the purview of the payment of Bonus Act, and that hence this Tribunal has no jurisdiction to entertain this dispute. But it is contended on behalf of the Workmen that what they are claiming by way of production bonus is the same which the Bombay Mint workers were paid, and if the Bombay Mint workers could be paid there was no reason at to why the workers of the Hyderabad Mint should not be paid. But it is contended on behalf of the Management that there is an incentive scheme that was in vogue in the Bombay Mint, that as per it, the workers there were paid incentive honorarium, that as there was no such Scheme for the Hyderabad Mint, the workmen cannot claim the same. But it is contended on behalf of the Workmen that merely because there was no Scheme that was introduced in the Hyderabad Mint, they cannot be denied the remuneration for the work done by them, if they had worked equally or even more than those of the Bombay Mint. Ex.W3 which is dated 26-4-1973 shows this Scheme namely, 'Incentive Honorarium' that was introduced in the Bombay Mint. It prescribed Target Production in respect of several denominations of the coins, and it states that if those targets are reached they should be paid incentive honorarium at the rate fixed in it. Ex. W4 is a letter dated 12-7-73 addressed by the Tankasal Karmika Sangh which represents the workmen, to the Mint Master at Bombay asking for detailed information regarding Incentive Scheme and production bonus as existing in that Mint. Ex. W5 is a similar letter addressed subsequently on 21-7-1973. Ex. W9 is a similar letter addressed by the Hyderabad Mint workers on 18-6-1974. Ex.W10 is another letter addressed to the Mint Master at Bombay in the year 1975 with regard to the same matter. These documents clearly show that the

workmen of the Hyderabad Mint have been agitating for payment of production bonus or incentive honorarium which was being paid in the Bombay Mint. From the evidence placed before the Tribunal it has to be stated that what the Hyderabad Mint workmen were claiming is the same, as that which was being paid to the Bombay workmen, and hence the contention of the Management that the payment of Bonus Act is not applicable for Mints and that hence this Tribunal has no jurisdiction to try this case cannot be accepted.

10. It is next contended on behalf of the Management that the work of the Hyderabad Mint cannot be compared with the work of the Bombay Mint and that hence the Hyderabad Workers cannot claim on the ground that the Bombay workers were being paid. In the counter field by the Management it was stated that though two Mints are working under the same Ministry of Finance, Government of India, they are separate and distinct, that they have separate budgets and coinage programmes, that they have separate sanction of labour strength based on the respective patterns of work, that the Scheme of honorarium introduced in the Bombay Mint has relevance to the Hyderabad Mint and that the same is the case with regard to the Calcutta Mint also. It is further contended by them that the question of comparing the figures of production at Bombay and Hyderabad Mints does not arise as the work content, method of manufacture, type of machinery and strength of labour are different from Mint to Mint, that it is difficult to evaluate the relative economics of production obtained at both these Mints on comparative basis, and that hence the workers in the Hyderabad Mint cannot claim any incentive honorarium. But it is contended on behalf of the workmen that the above contention cannot be accepted. Ex. W-8 is the extract from the report of the Kirloskar study Consultant team. It shows the nature of work in the Mints at Bombay, Hyderabad and Calcutta. It also shows the scales of pay of the workers in the three mints and it also gives a comparison of the performances of the work in the Bombay Mint and the work in the other two Mints namely, Calcutta and Hyderabad. It also gives comparative production figures of the three Mints and the average production of the workmen in all the three Mints. M.W.1 the witness that was examined on behalf of the Management states in his evidence that in 1975-76 M/s. Kirloskar Consultants were appointed by the Government of India to conduct a technical study of all the Mints and fix suitable production norms and also evolve a suitable incentive scheme applicable to all the Mints, that they conducted a technical study of all three Mints and submitted a report in four volumes, that Exs. M2 and M3 are extracts taken from the reports of Kirloskar, that in Ex.M3 it was stated by them that because of variation in the working practices in the three Mints, the layout and handling programme equipment available on each Mint, the equivalent need not be the same for all the three Mints, that they worked out equivalent separate by for each Mint and fixed basic production of the respective three mints viz. 26.3 lakhs (equivalent) for Bombay Mint, 25.46 for Calcutta Mint and 15.17 for Hyderabad Mint per day of 8 hours for 48 hours a week working. In view of the Kirloskar Committee Report which gives a comparison of the performance of all three Mints, including the one at Hyderabad, it is possible to compare the figures of production of Hyderabad Mint with that of the Bombay Mint. As the Kirloskar Consultants evolved a new equivalent for all the three Mints and estimated the production and gave the figures in their report it is possible to compare the work done at the Hyderabad Mint with that at the Bombay Mint as evidenced from Ex. W8. Hence I find that the workers of the Hyderabad Mint are entitled for incentive honorarium just like the workers of the Bombay Mint, if their work is equal to the work done by the Bombay workmen. In fact it is their contention that the work done by them is much more than that of the Bombay workmen.

11. In the past, when the incentive scheme in Bombay was in vogue, the targets of production were established in terms of Mint Equivalent. The Mint equivalents are equal for all the three Mints, irrespective of the fact whether a particular coin of any denomination is produced at any of the Mints or not. Subsequently when the Kirloskar Consultant were appointed in 1975, they evolved new equivalents which are different with the three Mints. As per the new equivalents which they have given, the estimated production of the three Mints was given in Ex. W8.

1178 GI/81—15

In Ex. W8 in para 7.5 it was stated as follows :

"We have reproduced at table 7.4 a comparative statement of production of the three mints during the years 1974-75, 1975-76 and 1976-77. In this statement we have worked out the equivalent productions, taking the old equivalents as well as new equivalents into consideration, we note that since Bombay and Calcutta mints started working on 1 Rupee coins from the year 1975-76, whereas Hyderabad had only a programme of 50 paise coins downwards, these two got a little added advantage in production. With the new equivalents we find that the production in Bombay and Calcutta Mints has been highest in the year 1974-75, whereas Hyderabad mint it has been continuously increasing from 1974-75 onwards and is highest in 1976-77. The summary statement in terms of equivalent is as under.

The details of production in respect of all the three Mints for the years 1974-75, 1975-76 and 1976-77 were given. Subsequently it was stated.

"This comparison for the year 1976-77 gives an indication that the productivity at Hyderabad mint is apparently higher".

This report shows that the productivity of this Hyderabad Mint was the highest during the year 1976-77. Hence I hold that the Hyderabad Mint workers are entitled for production bonus or incentive honorarium in respect of the year 1976-77.

12. It is contended on behalf of the workmen that they are entitled for production bonus in respect of the remaining three years also i.e. for the years 1973-74, 1974-75, 1975-76. With regard to the year 1975-76 the workmen contend that they are entitled for production bonus as their performance was equal to that of the Bombay Mint workmen, as they produced 6,006 lakhs coins as against 10,686 lakhs at Bombay, which shows higher productivity as per man power basis. But the Management contends that man power base alone should not be the criterion for judging the performance of the Mint, and that in addition to the man power the other facilities, methods of practice and machinery available have also to be taken into consideration for determining the targets of production to be achieved by the Hyderabad Mint. It is further contended that in the Kirloskar report it is clearly stated that during the year 1975-76 the production at Hyderabad Mint was on the increase side and was found to be highest during 1976-77, that during the year 1975-76 the Bombay Mint was paid production bonus for 10,686 lakhs production at the rate of 8.33 percent and that on a similar basis it has to be seen whether the Hyderabad Mint has produced coins more than the base production which is to be worked out on a similar pattern. It is further contended on behalf of the Management that on the basis of Kirloskar equivalent and Kirloskar ratio (15.17 : 26.3) the Hyderabad Mint, to be on par with the Bombay Mint, has to produce 6,164 lakhs equivalent, but from the actual performance of the Hyderabad Mint, it is seen that they have produced only 6,006 lakhs during the year 1975-76. As the production bonus was paid at the Bombay Mint at the rate of 1 per cent, for every 3.5 per cent increase in the base production, and as 8.33 per cent bonus was paid for 10,686 lakhs at Bombay Mint, to be on par with Bombay Mint, the base production for Hyderabad Mint will roughly work out to 4,772 lakhs. As the Hyderabad Mint has actually produced 6,006 lakhs, the percentage increase in production works out to 25.9 per cent which entitles Hyderabad Mint workers for payment of production bonus on a proportionate basis at 7.4 per cent. (These figures are taken from the memos filed by the Management and the workmen.

13. With regard to the years 1973-74 and 1974-75 also, it is contended by the workmen that they are entitled for incentive bonus for those years also. According to them, their production is atleast equal to that of the Bombay Mint, when productivity is calculated on man power basis. But it is contended on behalf of the Management that the said argument cannot be accepted. It is stated on behalf of the Management that for the years 1973-74 and 1974-75 the production was comparatively less when compared to the Bombay Mint and that this was also mentioned in the Kirloskar report. Agreeing with the said argument I hold that the Hyderabad workers are not entitled for incentive honorarium in respect of the years 1973-74 and 1974-75.

14. As a result of my prior discussion, I hold on Issue 1 that the workmen of Hyderabad Mint are entitled for Production bonus or incentive honorarium for the year 1976-77 at the rate of 8.33 per cent (if the same was paid at the Bombay Mint as it is stated by the learned counsel for the Management that it was not paid there for that year whereas the workmen contend that it was paid there) and in respect of the year 1975-76 they are entitled at 7.33 per cent. In respect of the year, 1973-74 and 1974-75 they are not entitled for any production bonus or incentive honorarium.

15. ISSUE 2 : Another demand made by the Hyderabad Mint workmen is that they are entitled for washing allowance. Some of the workmen of the Hyderabad Mint were being given uniforms. Out of them some categories namely, Peons, Canteen workers and Sanitary workers were being paid washing allowance at Rs. 4.00 per month. The workmen contend that it is not only those people but all the other persons who were given Uniforms that should be paid the washing allowance. But it is contended on behalf of the Management that there are no Government Rules for payment of that allowance to other types of workmen who were supplied with Uniforms and that hence they are not entitled for the same. I am not inclined to agree with the same argument. It is not as though, the workmen are demanding Uniforms for all of them but what they say is, that when washing allowance is paid to some workmen who were supplied with Uniform, there is no justifiable reason for not giving the same to other persons also who were given Uniforms. I agree with the said argument and I hold that all the persons who are supplied with Uniforms should be paid washing allowance of Rs. 4.00 per month. I also find that those who are not being paid the said allowance should be paid from 1-12-1981. I find Issue 2 accordingly.

In the result, an award is passed accordingly.

Sd/-

INDUSTRIAL TRIBUNAL

Appendix of Evidence

Witnesses Examined	Witnesses Examined
For the Workmen :	For Management :
W.W.1 D. Yadagiri	M.W.1 G. Bhavnarayana

Documents Exhibited for the Workmen :

Ex. W1 Letter No. L-243/76/6285D, dt. 3-2-76 addressed by the Master of the Mint to the Chief Inspector of Factories Government of Andhra Pradesh, Somajiguda, Hyderabad regarding exemption under Sec. 5 from the provisions of Sections 51 and 54 of the Factories Act, 1948.

Ex. W2 Letter No. L-243/76/573 A dt. 27-4-1976 addressed by the Master of the Mint to the Chief Inspector of Factories, Government of Andhra Pradesh, Himayatnagar Hyderabad regarding exemption under Section 5 from the provision of Sections 51 and 54 of the Factories Act, 1948 for a period of 3 months from 1st June, 1976.

Ex. W3

By consent.

True copy of the letter No. F3/18/73-Coin addressed by the Deputy Secretary to Government of India to the Mint Master, India Government Mint, Fort, Bombay regarding the grant of incentive honorarium to the Workmen of the India Government Mint, Bombay.

Ex. W4

By Consent.

Letter No. TKS/290/73, dt. 12-7-73 addressed by D. Yadagiri, General Secretary to the Master of the Mint, India Government Mint, Bombay 1 regarding details of incentive scheme.

Ex. W5

By consent.

Letter No. TKS/298/78 dt. 21-7-73 addressed by D. Yadagiri to the Master of the Mint, India Government Mint, Hyderabad regarding the discussion of incentive scheme and production bonus.

Ex. W6

By consent.

Letter No. TKS/63/76 dt. 4-6-76 addressed by D. Yadagiri, General Secretary to the Master of the Mint, India Government Mint, Hyderabad.

Ex. W7

By consent.

Letter No. TKS/75/76 dt. 12-6-76 addressed by D. Yadagiri, General Secretary to the Joint Secretary, Ministry of Finance, Department of Economic Affairs Government of India, New Delhi regarding the production figures cum the expenditure for the years 75-76 and 76-77 for three Mints.

Ex. W8

By consent.

Existing wage structure for the three mints.

Ex. W9

By consent.

Letter dt. 18-6-74 addressed by D. Yadagiri, General Secretary to the Master of the Mint, India Government Mint, Hyderabad regarding the production figures of Hyderabad for the year 1973-74.

Ex. W10

By consent.

Letter dt. 21-5-75 addressed by the D. Yadagiri, General Secretary to the Master of the Mint, India Government Mint, Hyderabad regarding payment of Incentive Bonus.

Ex. W11

By consent

Minutes of conciliation proceedings held on 16-2-79 between the Management of India Government Mint, Hyderabad and their workmen represented by Tankasal Karmik Sangh, Hyderabad.

Ex. W12

By consent.

Failure of conciliation report dt. 8-3-79 between the Management of India Government Mint, Hyderabad and their workmen.

Ex. W13

By consent.

Copy of O.M. No. 3/56/76-JCA dt. 29-7-79 from Ministry of Home Affairs Department of Personnel and A.R.

Ex. T1

Letter No. TKS/60/79 dt. 13-7-79 addressed by D. Yadagiri, General Secretary to the Master of the Mint, India Government Mint, Hyderabad regarding the proposals for production oriented scheme made by Tankasal Karmika Sangh.

Documents Exhibited by the Management

Ex. M1 Letter No. TKS/130/78, dt. 22-10-78 addressed by D. Yadagiri, General Secretary Tankasal Karmika Sangh, Hyderabad to the Master of the Mint, India Government Mint Hyderabad regarding the Kirloskar Report.

Ex. M2 Extracts taken from the reports of Kirloskar.

Ex. M3 Extracts taken from the reports of Kirloskar.

Ex. M4 Telegram sent by the India Government Mint, Bombay to the India Government Mint, Hyderabad.

Ex. M 5 Copy of the letter No. I-264/76/11/1220 dt. 8-6-1976 addressed by C. B. Menon, Accounts Officer Master of the Mint to the General Secretary Tankasal Karmika Sangh, India Government Mint, Hyderabad disputing the allegation made by the T.K.S.

Ex. M 6 True copy of the letter No. TKS/60/79, dt. 13-7-79 addressed by D. Yadagiri, General Secretary Tankasal Karmika Sangh to the Master of the Mint, India Government Mint, Hyderabad regarding the proposals for production oriented scheme made by Tankasal Karmika Sangh.

B. PRASADA RAO, Presiding Officer.

[No. L-42011(10)/79-D. II(B)]

S. S. BHALLA, Desk Officer.

New Delhi, the 15th January, 1982

S.O. 252.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Madras, in the industrial dispute between the employers in relation to the Stevedores of Cochin and their workmen, which was received by the Central Government on the 24th December, 1981.

BEFORE THIRU T. SUDARSANAM DANIEL, B.A., B.L.
Presiding Officer,

Industrial Tribunal, Tamil Nadu
(Constituted by the Government of India)
Tuesday, the 8th day of December, 1981

Industrial Dispute Nos. 43 of 1981

(In the matter of the dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 between the workmen and the Management of Stevedores of Cochin and Cochin Dock Labour Board, Cochin).

BETWEEN

The workmen represented by

The Secretaries :

1. Cochin Port Tally Clerks Association, INTUC Office, Mattancherry, Cochin-682002.
2. Cochin Thuramugha Thozhilali Union, Cochin-682003.
3. Cochin Port Thozhilali Janatha, Garrage No. 1, Opp. Malabar Hotel, Willingdon Island, Cochin-682003.
4. Cochin Port & Dock Employees Union, Site Office Mattancherry Wharf Gate, Willingdon Island, Cochin-682003.
5. Steamer Tally Clerks Association, Opp. Mattancherry Church, Cochin-682002.
6. Cochin Port Labour Union, Panayappilly, Cochin-682002.

AND

1. The Stevedores of Cochin, represented by United Stevedores Association of Cochin (P) Ltd., River Road, Calvethy, Cochin-682001.
2. The Secretary,
Cochin Dock Labour Board, Cochin-682003.

REFERENCE

Order No. L-35011/1/81-D. IV (A), dated 21st May, 1981 of the Ministry of Labour, Government of India.

This dispute coming on for final hearing on Saturday, the 28th day of November, 1981, upon perusing the reference, claim and counter statements and all other material papers on record and upon hearing the arguments of Thiru M. Jamal Kunju, General Secretary of Union No. 1, Thiru K. C. Antony, Organising Secretary of Union No. 4, Thiru Hamza Koya V. U. General Secretary of Union No. 5, Thiru K. Janardhanan, Vice-President of Union No. 6 and of Thiru K. V. R. Shenoi for Menon and Pai, Advocates for the Managements and Unions 2 and 3 being absent and this dispute having stood over till this day for consideration, this Tribunal made the following :

AWARD

This is an Industrial Dispute between the workmen and the Management of Stevedores of Cochin referred to this Tribunal for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 by the Government of India in Order No. L-35011/1/81-D.IV(A), dated 21st May, 1981 of the Ministry of Labour in respect of the following issue :

Whether the Table Clerks registered under the Cochin Dock Labour Board are justified in demanding creation of posts of Tally/Table Supervisors in the scale of Rs. 480-806 and their promotion to such posts? If so, how many such posts should be created and what should be the criteria for promotion of Table Clerks to the same?

(2) Facts leading upto the dispute are as follows : The Cochin Dock Labour Board is the Dock Labour Board constituted under the Dock Workers (Regulation of Employment) Act, 9 of 1948 for the port of Cochin which is a major port. The Central Government (Government of India) has made the Cochin Dock Workers (Regulation of Employment) Scheme, 1959 for the Port of Cochin, Kerala State to ensure the objects as laid down under the Scheme. The Scheme is exhibited as Ex. M-5. The Cochin Dock Labour Board is only a regulating administrative set up for administering the Scheme. Therefore it is that the Cochin Dock Labour Board has taken up the plea that it cannot be considered to be an employer under Section 2(j) of the Industrial Disputes Act, 1947, however in as much as the Cochin Dock Labour is regulating administrative set up for administering the Scheme indicated in Ex. M-5 it is a necessary, just and proper party to the present dispute. No doubt the Stevedores of Cochin represented by the United Stevedores Association of Cochin Private Limited has filed a separate counter statement. Admittedly the entire group of table clerks working under various Stevedores under the Cochin Dock Labour Board are registered workers from the year 1966 (15-2-1966). The issue referred to this Tribunal by the Government of India, Ministry of Labour calls upon this Tribunal to find out if the table clerks registered under the Cochin Dock Labour Board are justified in demanding creation of posts of Tally/Table Supervisors in the scale of Rs. 480-806. There can be no doubt that the main function of the Dock Labour Board is to regulate the employment of dock workers registered under it. The Board is perfectly competent to prescribe the service conditions and other attendant matters in respect of registered workers. The United Stevedores Association of Cochin Private Limited which represents the employment of registered workers is functioning as the administrative body. The Dock Labour Board is to ensure greater regularity of employment to dock workers and secure that an adequate number of dock workers is available for efficient performance of dock work. The copy of the resolution unanimously passed by the Cochin Dock Labour Board held on 10-12-1979 is marked as Ex. M-1. The aforesaid decision of Cochin Dock Labour Board is in full conformity with the objective and functions enumerated in clause (7) of the Cochin Dock Workers (Regulation of Employment) Scheme, 1959-vide Ex. M-5. Under this resolution Ex. M-1 the Board has decided to create 40 posts of Tally Supervisors in the scale of Rs. 480-806 subject to the approval of the Government of India. On the passing of this resolution, the Cochin Dock Labour Board sought the approval of Government of India, Ministry of Shipping and Transport (Transport Wing) in their letter No. Sec.302-A/80/335, dated 10th January, 1981 but the Government of India turned round this proposal of Cochin Dock Labour Board under Ex. M-2 dated Ex. 22-1-1981. However, Cochin Dock Labour Board on receipt of Ex. M-2 from the Government of India again addressed a letter to the Government of India on 23-2-1981, copy of which is marked as Ex. M-3. Under Ex. M-3 the Cochin Dock Labour Board not only adverted to the several points raised by the Government of India in Ex. M-2 but also maintained that for the sake of industrial peace which is absolutely essential that the resolution of the Cochin Dock Labour Board under Ex. M-1 is just and proper and that it should be approved by the Government of India. Eventually Government of India, Ministry of Shipping and Transport rejected the proposal of Cochin Dock Labour Board on 12-3-1981-vide Ex. M-4. Thereafter the dispute has been raised by the Unions and after conciliation proceedings, the Government of India, Ministry of Labour has referred the present controversy to this Tribunal for adjudication.

(3) The Cochin Dock Labour Board has filed a counter statement through its Secretary to the claims made by the Unions. Significantly, it may be noted that the Cochin Dock Labour Board quite rightly did not muster courage to resist

the claim made by the Unions in the face of its own resolution under Ex. M-1 and also the subsequent stand taken up under Ex. M-3. Strangely, the Management of the Stevedores of Cochin represented by the United Stevedores Association of Cochin Private Limited in their counter statement appears to take this stand that the demand of the Union for creating Tally/Table Supervisors in the scale of Rs. 480-806 is not at all justified. However, in paragraph (5) of the counter statement, the Stevedores Association of Cochin admits that Cochin Dock Labour Board at its meeting held on 10-12-1979 passed a resolution under the original of Ex. M-1 for creating 40 higher posts of Tally/Table Clerk Supervisors in the grade of Rs. 480-806 to provide promotional opportunities to the Tally/Table Clerks. But the position taken by the Stevedores Association is that in as much as the resolution under Ex. M-1 was passed by the Cochin Dock Labour Board subject to the approval of the Government of India and in as much as subsequently the Government of India had rejected the proposal both under Ex. M-2 and Ex. M-4 it does not lie in the mouth of the Unions to come forward with the present claim. The Stevedores Association in paragraphs (5), (6) and (7) of the counter statement appear to justify the stand of the Government of India as taken under Ex. M-2 and Ex. M-4. Therefore it has to be seen whether the claim of the Unions cannot be said to be justified for the reasons mentioned by the Government of India under Exs. M-2 and M-4 or for all or any of the reasons urged by the Stevedores Association of Cochin in their counter statement filed before this Tribunal.

(4) There is no controversy that there are 50 registered Table Clerks under the Cochin Dock Labour Board and 114 Tally Clerks registered under the Scheme Ex. M-5. The post of Table Clerk is the next higher post to Tally Clerks to be filled by promotion basing on seniority. The present scale of Tally Clerks is Rs. 425-741 and Table Clerks Rs. 465-819. The Tally Clerks are engaged hookwise. One Tally Clerk has to be posted along with each gang engaged for loading or discharging cargoes to and from the vessels with one reliever upto 4 hooks and 2 for 5 and above. Thus, in ordinary course about 6 or 8 Tally Clerks have to be employed. At this juncture, I may point out that the workmen and the Management are not agreed as to the number of vessels berthing at Cochin every day. While the Management would say that on an average, 8 ships will be berthed, all the Unions with one accord would maintain that on an average 12 ships will be berthed at Cochin Dock. The Table Clerks perform the work of Mate Receipt, Output, Manifest and Stowage Plan. They are employed according to the workneed and upto 4 Table Clerks will be posted in each vessel according to requirement. Majority of Tally Clerks and all the Table Clerks were registered under the Cochin Dock Labour Board even in 1966 and as such still they are now having no chance of promotion. Bulk of them have attained almost the maximum of their time scale. No doubt at page 3 of the memorandum submitted by the Management of Stevedores of Cochin to the Claim made by Union No. 4 it is said that the Management denies that the bulk of the Tally and Table Clerks have almost attained the maximum of their time scale. The Management could have easily stated at least number of workmen who have attained the maximum of their time scale. They have failed to throw any light in this direction. The first Wage Board for Port and Dock Workers had recommended or fixation of ratio for promotion in 1969. But the Cochin Dock Labour Board had not fixed any ratio in accordance with the resolution of the Government which has accepted Wage Board recommendations. It is not pretended that workers of Cochin Port did not enjoy the benefit of ratio fixation and consequent promotions. It is also pointed out by the Unions that categories of workers similar to Tally and Table Clerks had several avenues of promotion. For example, while a grade III worker, or a group III driver in cargo handling section or a Lower Division Clerk in the same pay scale as Tally Clerk can get successive promotions till an Assistant Foreman or Assistant Secretary, the Table Clerks do not have even a chance for promotion. All these must have certainly weighed with the Management of Cochin Dock Labour Board when they passed the resolution under the original of Ex. M-1 on 10-12-1979.

(5) In paragraph (2) of the claim statement filed by Union No. 4 Cochin Port and Dock Employees Union, it is specifically pointed out that the resolution under the original of Ex. M-1 was passed unanimously in the special meeting No. 4 of the Cochin Dock Labour Board held on 10-12-1979 to which the representatives of all interests concerned were parties. In

the counter statement filed by Stevedores Association to the claim made by Union No. 4 it is not contended that the resolution under Ex. M-1 was not unanimously passed. There is no controversy that the labour as well as their employers and Government are sufficiently represented in the Cochin Dock Labour Board. As I have already referred to the main function of the Board is to regulate employment of Dock workers registered under it and the Board is competent to prescribe the service conditions and other attendant matters in respect of registered workers. In the circumstances it is not open either to the Cochin Dock Labour Board or to the Stevedores Association to turn round now and contend that the resolution passed under Ex. M-1 is unjustified or unwarranted. Therefore the crucial point that has to be ascertained is whether the Cochin Dock Labour Board and the Stevedores Association can find a shelter or buoy in the clause of the resolution Ex. M-1 namely "subject to the approval by the Government". In this context I may point out that when the Government of India declined to accept the resolution for the reasons set out in Ex. M-2, Cochin Dock Labour Board did not take the reply of the Government lying down. On the contrary, the Cochin Dock Labour Board has squarely pointed out under Ex. M-3 that the reasons mentioned by the Government are unsound and that the resolution must be given effect to vide Ex. M-3. The Government of India under Ex. M-4 does not very much set out any additional grounds for rejecting the submission made by the Cochin Dock Labour Board under Ex. M-3. In the light of these facts merely because the resolution Ex. M-1 stated that it was subject to the approval by the Government of India it cannot be said that no case as such was made out by the Dock Labour Board to provide promotional opportunities to the Tally and Table Clerks. Moreover, the resolution Ex. M-1 clearly points out the creation of 40 higher posts as Tally and Table Clerk Supervisors in the grade of Rs. 480-806. In clause (6) of the Cochin Dock Workers (Regulation of Employment) Scheme, 1959 Ex. M-5 empowers the Board to appoint staff and fix the salaries and allowances and prescribe such terms and conditions of service as it deems fit and to pay the incumbent the salary upto the limit of Rs. 1250. Only in excepted cases the approval of the Central Government is contemplated. Under clause (7) of Ex. M-5 the Board may take such measures as it may consider desirable for the furthering the objectives of the Scheme including proper utilisation of the dock labour of the purpose of facilitating the rapid and economic turn round of vessels and regulating the recruitment and entry into and the discharge from the Scheme of dock workers and allocation of registered dock workers to registered employers. Clause 8(b) and (c) of the Scheme Ex. M-5 empowers the Board for dealing with increase or decrease the number of workers in any category and also sanction the temporary registration of a specified number of workers for a specified period. Nowhere is there any suggestion or indication that these functions of the Dock Labour Board are subject to the approval of the Central Government. In this view, the resolution passed under the original of Ex. M-1 fully justifies the creation of promotional avenue for Table Clerks as Supervisors. An examination of the several provisions of the Scheme Ex. M-5 would demonstrate that the Cochin Dock Labour Board is perfectly competent to pass the resolution under Ex. Ex. M-1 for creation of supervisory post and such action of the Dock Labour Board does not require either the prior or post sanction or approval of Government of India.

(6) The Central Government did not accept the resolution of the Dock Labour Board under the original of Ex. M-1 for the reasons mentioned in Ex. M-2. Three grounds are referred to in Ex. M-2. These three grounds are neatly met by the Cochin Dock Labour Board itself in the reply dated 23-2-1981 under Ex. M-3. Therefore it cannot be said that the three grounds urged by the Central Government under Ex. M-1, Ex. M-2 has any rational basis to decline the promotion avenue decided upon by the Cochin Dock Labour Board. As much as the Cochin Dock Labour Board itself has in detail referred to the objections raised by the Government of India, it is unnecessary for me to go further into the details mentioned in Ex. M-3. Ex. W-1 is a record of discussion held on 29-10-1979 between the workmen's representative and Cochin Dock Labour Board regarding promotional opportunities to the Tally/Table Clerks. From paragraph (1) of Ex. W-1, it can be noted that it was suggested that a category of Tally Supervisor for each working ship in each shift for effective supervision of the work of Tally and Table Clerks must be created and that it was also suggested 40 such posts of Supervisors be created to meet the requirements in both the shifts and for meeting

leave provisions, weekly off etc. The stand of the Stevedores and the Cochin Dock Labour Board before the Conciliation Officer can be seen at paragraph (6) of Ex. W-2, the Conciliation failure Report. The only ground on which the Stevedores and the Cochin Dock Labour Board resisted the claim of the Unions was that the Government did not agree with that part of the resolution creating Table supervisory posts. I have already pointed out how the Cochin Dock Labour Board has met the Points raised by the Government of India under Ex. M-2. A perusal of the communication of the Dock Labour Board under Ex. M-3 would also disclose that not only the promotional post of Tally and Table Clerk Supervisor is supported by sufficient work and justification and there will not be any repercussion in other Port because since a category of Table Clerk has not been decasualised at any other Port the promotional avenues for the Table/Tally Clerks as Supervisor is absolutely justified. Further more from Ex. M-3 it can also be gathered that in order to procure industrial peace it is absolutely essential that the Board's proposal for creation of 40 promotional posts was justified. As a result of Ex. M-1, 40 new posts will be created. Consequently employment opportunity for 40 more breadwinners will be thrown open. Thus the implementation of the resolution to some extent relieve and mitigate unemployment problem and meet the aspirations and living desire of economically weaker and poorer sections of our Society at large. For all the reasons stated above, it is perfectly clear that the workmen were justified in their demand for creating Supervisory posts for Tally and Table Clerks. The Management has also taken a plea that in any event creation of 40 supervisory post is totally unjustified and unfair. In as much as the Cochin Dock Labour Board itself under resolution under Ex. M-1 has thought fit to create 40 supervisory posts and has also reiterated the stand under Ex. M-3 even the teeth of opposition of the Central Government under Ex. M-2 it does not lie in the mouth of the Management to turn round now and say that the creation of 40 supervisory posts is unfair and unjustified. No rational basis is indicated for the Management's claim that the total number of Tally/ Table Supervisors should not in any case exceed 10. In the circumstances I, also find that the demand for creation of 40 supervisory posts is justified in the peculiar facts and circumstances of this case. Finally the reference made by the Government of India also directs this Tribunal to indicate the criteria for promotion of Table Clerks as Table Supervisors. The normal and ordinary rule has to prevail namely that the seniormost in the Table Clerk has to be promoted as Supervisor. There is no controversy about the scale of pay to which the supervisor would be entitled as already indicated in the resolution Ex. M-1. In circumstances, I answer this issue in the affirmative.

(7) In the result, an Award is passed holding that the Table Clerks registered under the Cochin Dock Labour Board are justified in demanding creation of posts of Tally/Table Supervisors in the scale of Rs. 480-806 and that 40 such posts should be created and the seniormost of the Table Clerk should be promoted as Supervisor. In the circumstances, I direct the parties to bear their respective costs.

Dated, this 8th day of December, 1981.

T. SUDARSANAM DANIEL, Industrial Tribunal

WITNESSES EXAMINED

For both sides : None.

DOCUMENTS MARKED

For workmen

Ex. W-1/26-11-79—Record of discussion held on 29-10-79 between the workmen's representatives and the Cochin Dock Labour Board regarding the promotional opportunities to the Tally/Table Clerks etc.

Ex. W-2/18-3-81—Conciliation failure report. (copy).

Ex. W-3—Record note of conciliation proceedings held before the Assistant Labour Commissioner (Central), Ernakulam on 2-3-1981 regarding promotional opportunities to Tally/Table Clerks. (true copy).

For Management

Ex. M-1—Resolution No. 107 of the Meeting of the Cochin Dock Labour Board held on 10-12-79. (True copy).

Ex. M-2/22-1-81—Letter from the Ministry of Shipping and Transport (Transport Wing), Government of India to the Cochin Dock Labour Board regarding the proposal for creation of 40 new posts of Tally/ Table Clerk Supervisors.

Ex. M-3/23-2-81—Letter from the Cochin Dock Labour Board to the Ministry of Shipping and Transport, Government of India regarding the proposal for creation of 40 new posts of Tally/Table Supervisors. (True copy).

Ex. M-4/12-3-81—Letter from the Ministry of Shipping and Transport (Labour Wing) to the Cochin Dock Labour Board regarding the proposal for creation of 40 new posts of Tally/Table Clerk Supervisors.

Ex. M-5—The Cochin Dock Workers (Regulation of Employment) Scheme, 1959.

(Sd)

T. SUDARSANAM DANIEL, Industrial Tribunal

[No. L-350114/81-D. IV(A)]

New Delhi, the 16th January, 1982

S.O. 253.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the management of Calcutta Port Trust and their workmen, which was received by the Central Government on the 5th January, 1982.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL

AT CALCUTTA

PRESENT :

Mr. Justice R. Bhattacharya, M.A., B.L., Presiding Officer.

Reference No. 41 of 1979

PARTIES :

Employers in relation to the management of Calcutta Port Trust, Calcutta

AND

Their Workmen.

APPEARANCES :

On behalf of Employers—Mr. D. K. Mukherjee, Labour Officer.

On behalf of Workmen—Mr. Shyama Prasanna Chakravorty, Assistant General Secretary of Calcutta Port Shramik Union.

Mr. K. K. Roy Ganguly, Joint Secretary of Calcutta Port & Shore Mazdoor Union.

STATE : West Bengal.

INDUSTRY : Port.

AWARD

This is a reference under Section 10 of the Industrial Disputes Act, 1947 sent to this Tribunal by the Government of India under its Order No. L-32011(4)/79-D.IV(A) dated 21st June, 1979. The parties to the dispute are the employers in relation to the management of Calcutta Port Trust, Calcutta, hereinafter referred to as the "Port Trust" and their workmen represented by Calcutta Port Shramik Union, hereinafter referred to as the "Shramik Union". There is another union involved in this reference representing the workmen of the Port Trust and it is Calcutta Port and Shore Mazdoor Union, hereinafter called as "Mazdoor Union". The subject matter for adjudication has been mentioned in the schedule to the order of reference in the following terms :

"In view of the fact that the management of Calcutta Port Trust have in the past considered Diesel Crane Drivers for promotion to the post of 200-Ton Crane Driver without having insisted on their acquiring experience as Diesel Engine Drivers, whether the management of Calcutta Port Trust are justified in insisting on such experience on the part of seniormost Diesel Crane Drivers now? If not, to what relief are the concerned workmen entitled?"

2. The parties appeared in this case and filed their respective written statements. The case of Shramik Union briefly stated appearing in the written statement is that the Port Trust decided to fill up some vacancies of 200-Ton Crane Drivers of the Chief Mechanical Engineers Department in 1978 from amongst the Diesel Engine Drivers only ignoring the eligibility of the Senior Diesel Crane Drivers on the basis of seniority-cum-suitability, suitability being determined on the result of trade test conducted by Trade Test Board. The 200-Ton crane was put in commission in 1957 and the

channel of promotion to the post of 200-Ton Crane Drivers was not laid down in an award regarding the promotion of workmen published in the Calcutta Gazette dated 30th January, 1958. At the relevant time there being no definite procedure seven 200-ton crane drivers' posts were filled up by seniormost diesel crane drivers, diesel engine drivers and Gantry-Goliath crane drivers of crane Operational Section. This practice continued in filling up 200-ton crane drivers till 1978. The grievance of the Shramik Union is that Port Trust is insisting that diesel crane drivers who have not worked as diesel engine drivers are not eligible to be promoted to the post of 200-ton crane drivers although such crane drivers were previously promoted. According to Shramik Union, therefore, the view of Port Trust and its action in the matter of promotion overlooking the claim of diesel crane drivers are arbitrary, illegal and mala fide.

3. The case of the Port Trust, on the other hand, is that a 200-Ton crane was put in commission in Netaji Subhas Dock, previously known as the K. G. Dock, in the year 1957. This being the first of its kind in Calcutta Port at the time of commission, there was no laid down procedure for selection of 200-ton crane drivers. At that time pending formulation of promotional procedure for filling up of posts required for its operation, seven newly created posts of 200-ton crane drivers were initially filled up by selection made from amongst the seniormost operators, namely diesel engine drivers, diesel crane drivers and Gantry-Goliath crane drivers on the basis of seniority-cum-suitability. In 1959-60 a procedure was evolved to fill up the posts of 200-ton crane drivers by promotion from amongst the diesel engine drivers working in cranes of 10-tons and above capacity and Gantry-Goliath crane operators on the basis of seniority-cum-suitability, suitability being adjudged by appropriate trade test. Diesel crane drivers and diesel engine drivers were on the identical scale and it was decided as a procedure that the diesel crane drivers would be appointed engine drivers and thereafter those diesel engine drivers who previously worked as crane drivers and Gantry-Goliath crane operators would be considered for promotion to the post of 200-ton crane drivers. This procedure was agreed to by the workers and from 1959-60 onwards the diesel crane drivers appeared for test for selection to the post of diesel engine drivers. That procedure is being followed for so long a time. Practically speaking the post of diesel engine drivers was promotional avenue or a step for the promotion to the post of 200-ton crane drivers. From 1st October, 1957 the date of implementation of recommendation of the Classification and Categorisation Committee the diesel crane drivers for crane 10-tons and above had no promotional avenue. The diesel engine drivers for cranes 10-tons and above however had only one promotion post, namely Head Diesel Engine drivers, subsequently named as Head Diesel Crane Tindal. Since the procedure adopted in 1959-60 widened the promotional opportunity for the diesel crane drivers of 10-tons and above, the said procedure was whole-heartedly accepted by all the concerned workmen. During the period from 7th December, 1959 to 7th September, 1976 when the new procedure was in practice the diesel engine drivers and Gantry-Goliath crane drivers were promoted to the post of 200-ton crane drivers excepting one case in 1968 when Mohd. Soleman, a diesel crane driver without having any experience as engine driver was promoted to that post. It has been stated that this is an exception and cannot be taken as a precedent. Sometime in December, 1977 a trade test was contemplated for the purpose of filling up one post of 22-tons crane driver. At that time one Mohd. Ismail and Omal Ali, crane drivers submitted a joint petition demanding that promotion to the post of 200-ton crane drivers to be given from amongst the senior diesel crane drivers. Those two persons were advised to sit for the trade test in 1974 for the purpose of filling up of the post of diesel engine drivers so that in future they might get promotion to the post of 200-ton crane drivers. Those two persons refused to sit for the test although they were informed that the refusal would debar them from promotion. Another union, namely Mazdoor union representing the workmen claimed that all posts of 200-ton crane drivers should be filled up according to the procedure adopted by the Port Trust, that is to say by promotion from diesel engine drivers of higher grade and Gantry crane drivers of higher grade on the basis of seniority-cum-suitability after appropriate trade test.

4. The Mazdoor Union of the workmen in its written statement supported the case of the Port Trust and challenged the claim of Shramik Union. It has also stated that the post of diesel engine drivers with capacity of 10-tons and

above was considered as a promotional post for the diesel crane drivers for cranes with the capacity of 10-tons and above as previously diesel engine drivers used to get some special allowance. The duties of diesel engine drivers requires harder duties and greater physical labour than what are required for the diesel crane drivers. Regarding the procedure adopted by the Port Trust the diesel crane drivers had no objection whatsoever to treating the post of diesel engine driver as promotional avenue though at present the pay of both diesel crane driver and diesel engine driver is the same. As the diesel engine driver requires additional skill and physical endeavour in comparison to that of the diesel crane driver, the diesel crane drivers previously appeared to be reluctant to work as diesel engine drivers. According to the rules of the Port Trust as no direct appointment can be made for the post of engine drivers, recruitment had to be made from amongst the diesel crane drivers and because the diesel crane drivers were not very much willing to work as diesel engine driver, the Port Trust had to adopt the present procedure so that there may be candidates for diesel engine drivers and the diesel crane drivers would get opportunity for being promoted to the post of 200-ton crane drivers after promotion to the post of engine drivers. The procedure continued with the approval of the workmen. The Mazdoor Union, therefore, wants that the present procedure should continue so that diesel crane drivers, diesel engine drivers and Gantry-Goliath crane operators can get opportunities for promotion to the post of 200-ton crane drivers.

5. The contention of Mr. S. Chakravorty, Assistant General Secretary of Shramik Union at the time of hearing is that since installation of 200-ton crane the practice is that the diesel crane drivers have always been considered for promotion to the post of the driver of 200-ton crane, but in 1978 the Port Trust insisted that the diesel engine drivers having experience of diesel crane drivers should be considered for promotion. It has been submitted that in the past diesel crane drivers got promotion along with engine drivers. Mr. D. K. Mukherjee, the Labour Officer on behalf of the Port Trust has on the other hand argued that in 1957 the 200-ton crane was put in commission for the first time and at that time for putting the crane into action immediately no procedure could be evolved and, as such, crane drivers were appointed to operate 200-ton crane as at that time the diesel engine drivers having experience of crane drivers were not available. It is submitted that it was agreed to by both the management and the workmen concerned that senior engine drivers having experience of driving cranes of 10 tons, and above would be considered for promotion to the post of driver of 200-ton crane along with the Gantry-Goliath crane drivers. This practice continued but there was only one exception in the case of one Soleman in the year 1968 who was not an engine driver but a diesel crane driver. This exception does not disprove the procedure. It has been further submitted from the side of the Port Trust that in or about the year 1978 Shramik Union wanted two diesel crane drivers who had not been promoted to the rank of diesel engine drivers to be appointed 200-ton crane drivers as a special case although the practice was admitted by the Shramik Union. Mr. K. K. Roy Ganguly, Joint Secretary of Mazdoor Union argued the case in support of the Port Trust. It has been submitted that for the best interest of the diesel crane drivers, diesel engine drivers, both of 10-tons and above and also of Gantry-Goliath crane drivers, the present procedure and practice should continue.

6. There is no dispute before me that in 1957 for the first time 200-ton crane was put in commission in Calcutta Port. The question that arises first for determination is whether there has been any practice or procedure in Calcutta Port regarding the promotion to the post of 200-ton crane drivers after the setting up of the said 200-ton crane. According to the Port Trust, for the first appointments there was no procedure but since 1959 procedure has been laid down with the consensus of the persons concerned, that senior drivers in the category of diesel crane drivers, diesel engine drivers and Gantry-Goliath operators of 10 tons and above should be considered on the basis of seniority and suitability after trade test by a Board. For this purpose on the side of the Shramik Union one witness has been examined. He is WW-1 Abdul Hossain. He says that Abdul Salim, Abdul Rasid, Abdul Latif, Mohd. Hossain and Mohd. Soleman were promoted to 200-ton crane drivers and that they had no experience as diesel engine drivers. He says that there is no laid down rule that in order to be promoted to the post of 200-ton crane driver one should have experience as engine driver.

Although he has stated in examination-in-chief that he became crane driver but during cross-examination he stated that he was never a crane driver. He says that he was an engine driver. He has further stated that he was an engine driver of 5 ton, 10 ton and 15 tons cranes. His evidence is that from 1959 to 1979, 10 diesel engine drivers were not promoted to the post of 200-ton crane drivers. He has admitted that out of 10 promotions nine were engine drivers and one was diesel crane driver whose name was Mohd. Soleman. During cross-examination he has admitted that he did not work in the post of diesel crane driver of above 10 tons. I have considered the evidence of this witness and I find no reasonable ground for accepting his evidence as reliable. On the other hand, on the side of the Port Trust the Engineer-in-Chief of Garden Reach Jetty and Netaji Subhas Dock has been examined as MW-1. He has been working here since 1952 in different posts. From him we get that in 1957 200-ton capacity crane was installed in Netaji Subhas Dock. In 1957 seven of the posts meant for running the 200-ton crane were filled but at that time there was no definite avenue or procedure for promotion. Thereafter senior operators like diesel crane drivers, diesel engine drivers having diesel crane drivers' experience and electric crane drivers of more than 10 tons capacity were selected after necessary trade test. In 1959 a consensus was arrived at with the workers and it was decided that the avenue of promotion to the post of 200-ton crane driver would be the joint seniority of Gantry-Goliath crane drivers and diesel engine drivers of 10-Tons and above who had the working experience as diesel crane drivers. Such appointment was thereafter made on the basis of joint seniority and suitability after trade test. MW-1 has stated that after 1959, 10 or 12 drivers of 200-ton crane were selected and appointed. There was only one exception in the case of one Soleman who was a diesel crane driver and not an engine driver having experience as crane driver. He admitted that in 1957 at the time of first installation there were four diesel engine drivers who had no experience as crane drivers and as such they were not promoted to the post of 200-ton crane drivers. There is no dispute that during the relevant period the pay scale of diesel crane driver and engine driver was the same. The witness has stated that when there was any vacancy in the post of diesel engine driver, diesel crane drivers appeared in test on the basis of seniority to be transferred to the post of diesel engine driver. At present all the diesel engine drivers have been promoted from the post of diesel crane drivers. For diesel engine drivers there was a promotional avenue and that is for the post of Head diesel crane tindal. As there was no avenue for promotion for diesel crane drivers of 10 Tons and above those crane drivers wanted transfer to the post of diesel engine drivers. We also get that there is no provision for direct recruitment for the post of engine drivers to run the diesel engine. In 1957 after the installation of 200-ton crane Abdul Rasid, Md. Hossain and Latif were diesel crane drivers and they were promoted to the post of 200-ton crane drivers before the consensus was arrived at. From him we get that in case this system of promotion is changed, then diesel crane drivers will be reluctant to be transferred to the post of engine drivers and no engine driver will be available because there is no provision for direct recruitment of those workers. We also get that the work of diesel engine drivers is hazardous and dirty and therefore the diesel crane drivers are not willing to work as such. The workmen also do not want that there should be direct recruitment for skilled operations like diesel crane drivers or diesel engine drivers.

7. Admittedly there was no avenue for promotion for the diesel crane drivers in or about 1957. There was only one post for promotion which was available to the engine drivers. The further fact is that the work of engine drivers was a bit hazardous and dirty and, therefore, the diesel crane drivers did not want to work as engine drivers. At the same time no engine driver can be recruited direct from outside. They were to be recruited from crane drivers. In these circumstances it was very difficult for the Port Trust to get engine drivers. According to the evidence of MW-1 in 1959 there was a consensus amongst the diesel crane drivers and diesel engine drivers as well as the management of the Port Trust that in order to give promotional chance to the diesel crane drivers and also to get sufficient number of engine drivers, senior crane drivers of 10 tons and above would be promoted to the post of diesel engine drivers of 10 tons and above and thereafter the senior persons from amongst the diesel engine drivers and Gantry-Goliath Operators would be appointed

drivers of 200-ton crane after trade test. This was agreed to by all concerned for the appointment of the diesel crane drivers.

8. In support of the case of the Port Trust, several documents have been exhibited in this case. Ext. M-12 is the recommendation of Wage Board for Port & Dock Workers at major Ports constituted in 1964. Here the Sl. No. ME/154 relates to Engine Drivers. According to this, the duty of the engine drivers in this serial is to operate diesel engine for operation of crane of 10-tons and above capacity and for maintenance of engine as well as crane jointly with crane drivers, etc. and the promotion from this post is to 200-ton crane driver and/or Head diesel crane tindal. In Ext. M-12 there is no avenue for promotion for exclusively diesel crane driver having no experience as engine driver of crane of 10-tons and above capacity.

9. Ext. M-14 is the Report of the Wage Revision Committee in or about the year 1974. In this document Sl. No. CME/161 relates to crane driver, both diesel and electric. In column 11 we find that crane drivers are promoted from the post of crane driver on lower grade on the basis of seniority-cum-suitability after trade test. Sl. No. CME/240 relates to the category of 200-ton crane drivers. Column 11 of this serial says that 200-ton crane driver is promoted from diesel engine driver of higher category and Gantry crane driver of higher grade meaning driver of 10-tons and above capacity on the basis of seniority-cum-suitability after trade test in respect of units meaning from category of diesel engine driver and Gantry-Goliath crane driver. From the recommendations and reports appearing in Exts. M-12 and M-14 coupled with the evidence of MW-1 there can be no doubt that diesel crane drivers of 10-tons and above capacity were being promoted to the post of driver of diesel engine of 10-tons and above and thereafter the senior diesel engine drivers naturally having experience as diesel crane driver were being considered for promotion to the post of 200-ton crane along with the drivers of Gantry-Goliath crane. I have no doubt to hold that the statement of MW-1 is quite correct when he says that this procedure started from 1959 on the consensus of workmen as it was conducive to the benefit of the diesel crane drivers and all other workers. Besides the above document we have got a letter exhibited in this case and marked Ext. M-3 written by the Shramik Union on 26th August, 1978. Here it is stated that persons who are due to be promoted to the 200-ton crane driver are likely to be dissatisfied if the old arrangement continued. Clearly the General Secretary of the Shramik Union stated that the procedure followed by the Port Trust was an old arrangement and that in this letter the Shramik Union wants to get two diesel crane drivers without having any experience as engine drivers appointed to the post of 200-ton crane drivers. It is to be noted that towards the end of the letter the Secretary has stated that after the absorption of those two men future promotion might be given to men who were promoted to the post of diesel engine drivers from the post of crane driver. This letter definitely goes against the Shramik Union's case. I have no doubt that it has been clearly proved by reliable evidence that since 1959 the Port Trust started giving promotion to the diesel crane drivers to the post of diesel engine drivers so that in due course they may get the promotion to the post of 200-ton crane driver. I find no objection raised by anybody to this procedure save and except by the Shramik Union in 1978 and that is for the support of two diesel crane drivers by breaking the procedure for reasons best known to the said Union.

10. Ext. M-7 is the report of the Assistant Labour Commissioner, Central, to the Ministry of Labour, Government of India regarding the failure of conciliation. In that report there is a list of persons who were promoted to the post of 200-ton crane drivers from 7th December, 1959 to 7th September, 1976. In that list there is only one exception where we find that a person other than the driver of diesel engine and Gantry-Goliath crane driver was promoted and the exception was the case of Mohd. Soleman, diesel crane driver who was promoted on 22nd March, 1968. In view of the evidence before me I do not think that this one exception will disprove the procedure supported by both the Port Trust and the Mazdoor Union. This one exception cannot be held as precedent.

11. In the written statement the Shramik Union wanted that this Tribunal should hold that Mohd. Ismail and Omar Ali, two crane drivers were eligible to be promoted to the

post of 200-ton crane driver subject to their being passed in the trade test. This claim for individual promotion of two persons has not been made a subject matter of issue in the order of reference and, therefore, the Union cannot make such claim. Moreover, I have gone through the evidence adduced in this case and I find that Omar Ali as evidenced by Ext. M-11 was given a chance for appointment as diesel engine driver, from the post of diesel crane driver but he refused to appear for the trade test. This is also evident by Ext. M-11(a). So is the case with Mohd. Ismail who also declined to appear for the trade test to be appointed as diesel engine driver from the post of diesel crane driver. Those two persons were told by the authorities that if they did not appear for the trade test there would be no avenue for future promotion. Clearly, these two persons avoided to be tested to go the category of diesel engine driver for future promotion. They are not entitled to get any relief whatsoever. This fact has also been supported by MW-1 during his evidence. There is no merit also in their claim for promotion.

12. However, the procedure adopted by the Port Trust in the matter of promotion to the post of 200-ton crane driver is very much reasonable for not only the working of the diesel engine but also for the best interest of the diesel crane drivers, diesel engine drivers and Gantry-Goliath crane drivers. The case of the Shramik Union that there was no such procedure is unacceptable. I find that the management of the Port Trust is justified in following the procedure, as I have already mentioned and supported by both the Port Trust and the Mazdoor Union. The Shramik Union has got no case and no relief can be granted on the issue framed in the order of reference.

I pass an award accordingly.

Dated, Calcutta,

The 29th December, 1981.

Sd/-

R. BHATTACHARYA, Presiding Officer.

Typed to my dictation and corrected by me.

Sd/-

Presiding Officer.

[No. L-32011 (4)/79-D.IV(A)]

NAND LAL, Desk Officer

केन्द्रीय भविष्य निधि आयुक्त का कार्यालय

नई दिल्ली, 28 सितम्बर, 1981

का० प्रा० 254—केन्द्रीय भविष्य निधि आयुक्त कमचारी भविष्य निधि एवं प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) का धारा 17 की उपधारा (4) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए श्रम और नियोजन मंत्रालय द्वारा भारत सरकार के गजट में का० प्रा० सं० 3416 दिनांक 26 अक्टूबर, 1957 के विरुद्ध प्रकाशित की गई केन्द्रीय भविष्य निधि आयुक्त का अधिसूचना सं० ई० 10 : (19) ड/क दिनांक 17 अक्टूबर, 1957 के क्रम सं० 64 के विरुद्ध मेनन राम एण्ड रमन प्रा० लि०, कुम्बकोनम-612001, तमिलनाडु को कर्मचारी भविष्य निधि एवं प्रकीर्ण उपबन्ध अधिनियम, 1952 की धारा 17 की उपधारा (1) के खण्ड (क) के अन्तर्गत प्रदान की गई छूट को तत्काल निरस्त करने हैं।

[सं० ई० 109 (53)/1/78/डी एन/]

लक्ष्मीधर मिश्र, केन्द्रीय भविष्य निधि आयुक्त

OFFICE OF THE CENTRAL PROVIDENT FUND COMMISSIONER

New Delhi, the 28th September, 1981

S.O. 254.—In exercise of the powers conferred by Clause (a) of Sub-Section (4) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), the Central Provident Fund Commissioner hereby rescinds with immediate effect the Exemption granted to Messrs. Raman & Raman Private Limited, Kumbakonam-612001, Tamil Nadu under Clause (a) of Sub-Section (1) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 vide Sl. No. 64 of the Notification No. E-102(19)E/A, dated the 17th October, 1957 of the Central Provident Fund Commissioner published by the Ministry of Labour and Employment vide S.O. No. 3416, dated the 26th October, 1957 of the Gazette of India.

[No. E-109(53)/1/78/TN]

LAKSHMIDHAR MISHRA,

Central Provident Fund Commissioner.